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THE POLICIES OF TRADE UNIONS IN A PERIOD OF INDUSTRIAL DEPRESSION.

A D I S S E R T A T I O N.

Submitted to the Board of University Studies of
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with the requirement for the degree of
Doctor of Philosophy.

Vertrees J. Wyckoff.
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P R E F A C E .

The graduate department in Economics at The Johns Hopkins University in recent years has encouraged the study of the American trade unions. Because of the absence of a monograph upon the policies of trade unions it was suggested by Professor Barnett that an investigation into that new field be made. Later it was found advisable to limit the scope to the recent industrial depression of 1920.

The policies of the unions have been either ill-defined or concealed, as might be expected. But with due recognition of the limitations of this study, there has been sufficient uniformity in the contributions of the collected material to encourage the conclusions set forth in Part III.

Whatever intimacy may be shown in the text with material not usually found in the publications of the trade unions or the employers' associations has been due in a large measure to the cooperation of the officers of the respective organizations. The writer is indebted to President W. G. Lee of the Brotherhood of Railroad Trainmen, Mr. H. K. Herwitz of the Research Department of the Amalgamated Clothing Workers, President W. P. Clarke of the American Flint Glass Workers, Mr. G. G. Dyer, Secretary of the Sanitary Potters' Association, and Mr. William Green, Secretary-Treasurer of the United Mine Workers. In particular he wishes to express his appreciation of the unvarying interest and assistance of Editor John P. Frey of the International Molders' Union; for supplementary information concerning the Operative Potters acknowledgement is made to Professor David A. McCabe of Princeton University.

The writer is indebted to Professor J. H. Hollander and Professor G. E. Barnett for their guidance and suggestions in the course of this research and during the period of graduate work. In the preparation of the manuscript the assistance and criticism of Miss H. J. Malone and Doctor Broadus Mitchell has been of marked aid.

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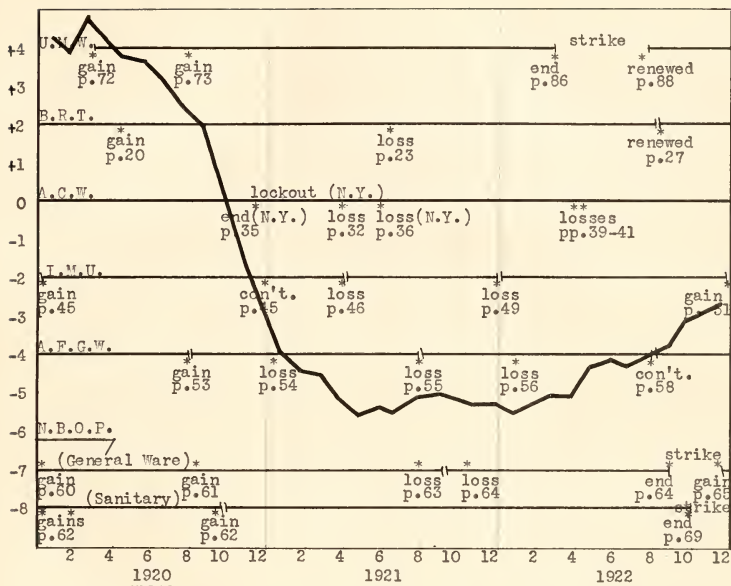
Chapter 3.
Government Control.

It was assumed that the Government's control of Government-owned enterprises, and its control of the production of the necessities of life, was the only way to prevent the kind of economic chaos that had been experienced in the United States during the period of 1890 to 1914. The Government's control of the production of the necessities of life was the only way to prevent the kind of economic chaos that had been experienced in the United States during the period of 1890 to 1914. The Government's control of the production of the necessities of life was the only way to prevent the kind of economic chaos that had been experienced in the United States during the period of 1890 to 1914.

Section 1.
The following.

After the passage of the Emergency Food Control Act of 1917, the high prices of the necessities of life were the result of the war. The Government's control of the production of the necessities of life was the only way to prevent the kind of economic chaos that had been experienced in the United States during the period of 1890 to 1914. The Government's control of the production of the necessities of life was the only way to prevent the kind of economic chaos that had been experienced in the United States during the period of 1890 to 1914.

In September the War Relocation Authority (WRA) was established for the purpose of "providing relief to the Japanese-Americans who had been removed from the West Coast of the United States." The WRA was established for the purpose of "providing relief to the Japanese-Americans who had been removed from the West Coast of the United States." The WRA was established for the purpose of "providing relief to the Japanese-Americans who had been removed from the West Coast of the United States."



The Business Curve in its Relation to the Readjustments of the Agreements.

The purpose of this chart is to show the influence of the progress of the depression, exemplified by the Business Curve, upon the readjustments of the terms of the trade unions' agreements.

The horizontal line in connection with each union indicates the length of the agreement; there is none for the Amalgamated Clothing Workers as this union has market agreements of varying durations, from one to three years. The symbols below the lines are as follows: *, a break in the duration of the agreement, or a change in the terms, the date of such a change being indicated by referring the position of the asterisk to the dates on the base line; gain, advantage(s) secured by the union in wages or working conditions or both; loss, the reverse of gain; con't., the terms of the agreement carried beyond the original termination date; renewed, the terms of the preceding agreement re-adopted; end, the termination of the agreement without a renewal of the old terms or the acceptance of new terms. The page numbers below the symbols have reference to that page(s) of the text which gives an account of the readjustment involved at this date.

The calling station of the number, 1921.

of large manufacturers is striking. Without exception the proposals were for wage decreases with little or no mention of changes in the rules or the working conditions. The contrast between the demands of this group and the markets composed of the small manufacturers is brought out in the case of Baltimore. In 1921 the requests of the large concerns of Baltimore were for wage reductions, as has been mentioned; at the same time the smaller shops pressed proposals involving not only wage decreases but also a revision of the working conditions adverse to the union. The following section, number three, will consider the demands of the small unit manufacturers as typified by the New York market.

Section 3.

The New York
lockout, and
the agree-
ments of
1922.

The New York clothing market, consisting of approximately fourty thousand workers and one thousand shops, was working in 1920 under two agreements⁹ administered together under a joint market committee representing the employers in the negotiations with the union. Both agreements provided for arbitration by an impartial chairman of all questions not settled within the trade. In the latter part of August the firm of Cohen, Goldman Company refused to appear before the Impartial Chairman Dr. Leiserson for the settlement of a dispute with the Amalgamated. Rumors of radical demands to be made by the manufacturers became circulated, and on October 7, 1920, the Clothing Manufacturers' Association formally presented the following seven demands: 1, The right of the manufacturers to install piece work; 2, scales prevailing in the other clothing markets to be the base rates for the New York workers; 3, the cooperation of the workers in maintaining individual records of production in shops and cutting rooms; 4, individual standards of production for week workers in shops and cutting rooms; 5, the right of the manufacturers to change contractors; 6, adequate freedom to discipline and hire workers and to introduce improved machinery; 7, the agreements maintained by the union in other markets in which

9. The Clothing Manufacturers's Association, and the New York Clothing Trade Association; the first a closed shop agreement, the second a preferential shop.

adjustment machinery is functioning successfully to be made the basis of relationship between the association and the union.¹⁰ Five out of the seven demands pertained directly to working conditions and rules which the union considered fundamental to the life of the organization.

The union in its announced position of resistance to these demands, especially maintained that the propositions for the return to piece work and the unlimited power of discharge were not for arbitration or discussion. The avowed purpose of the manufacturers was stated by their labor manager, Mr. B. H. Gitchell. "The New York manufacturers are asking for such conditions as will permit them to make and sell clothing in competition with the other markets. This means that they must lower their labor costs per garment. Otherwise the public will not buy."

In spite of the obvious trend of the subsequent conferences toward disruption, the Manufacturers' Association held to their original demands intent, seemingly, upon forcing the union into action. In fact when at a later conference between President Hillman of the union, B. H. Gitchell and Dr. Leiserson a temporary agreement was reached, Mr. Gitchell and the entire staff of labor managers were discharged. This left the market/composed of the employers in charge. Under the control of a small "war" group this market committee held firm on the original demands and eventually prevented a peaceful settlement from being made. On December 7, 1920, relations were broken, and by the end of the week the lockout was made effective in all the organized shops when the employers attempted to enforce the seven demands of the Association.

With every prospect of a long struggle the Clothing Workers on December 18 started a drive for a Million Dollar Defense Fund. By the first of April, 1921, the million had been reached, and before the end of the lockout the sum had been exceeded. The advantage of market agreements was emphasized early in

10. Above, p. 33, note 6, p. 10.

the lockout when the workers received assurance of the neutrality of the manufacturers in the other clothing markets. "I have the word of Mr. Hotchkiss, (executive director of the National Association of Clothing Manufacturers)," reported Mr. Hillman, "speaking for the large centers, that no further trouble is to be expected from any of the large markets- Baltimore, Rochester, or Chicago- and that we may expect the full cooperation of the manufacturers in all things." There was some slight trouble experienced in Philadelphia where the clothing manufacturers had started to make up material sent them by the New York firms; however, a one day strike by the union induced the Philadelphia employers to give up this practice.

By February, 1921, two hundred of the New York shops had settled. Further impetus was given to the speeding up of the settlement in New York by the peaceful agreements in the Chicago and Rochester markets the latter part of April and the first part of May. There was, thus, assurance of continued support from the workers in these cities as well as the presence of competition from these centers in those markets heretofore held by the New York manufacturers. The war party in the Clothing Manufacturers' Association resigned in the middle of May when it became apparent that their policy had failed to break the union, and the new officers opened negotiations immediately with the Clothing Workers. After the terms of the new agreement had been approved by the union membership, the lockout ended on June 2, 1921, with the signing of the agreement.

The terms of the agreement preserved for the union those principles which were held to be fundamental to the life of the organization, namely, the union shop, the forty-four hour working week, and the continuation of group or shop standards. The original demands of the employers for other changes in the working conditions were not pressed at the final settlement. On the matter

of wages a reduction of fifteen per cent was accepted by the union, except for the cutters' wages which were not to be affected.¹¹ In regard to this reduction an editorial in the union's paper read, "The only real concession is the fifteen per cent reduction. But all who remember that at the conference preceding the lockout the union proposed a joint investigation into all of the employers' demands knew that that offer included a readjustment of wages. Not that the workers were not entitled to earn more, but the prevailing conditions of the country made escape impossible. We accepted such reductions in Chicago and Baltimore at the hands of the arbitrators. The fifteen per cent reduction is not, therefore, a gain to the employers as a result of the lockout." The impartial machinery for arbitration destroyed by the lockout was restored with Dr. Leiserson reappointed as chairman. The majority of legal suits by the employers totaling over two and one half million were dropped, and the deficit of about two hundred and fifty thousand dollars resulting from the relief expenditures by the union was gradually cleared off by weekly assessments.¹²

The cause of the lockout from the view point of the union seemed to rest upon two points. First, by a stoppage of production thru a lockout, the surplus stocks of the employers would be assured of continued high prices; second, if a lockout was not feasible, by a withdrawal from the manufacturers' association the employers would be relieved of the obligations in the joint agreements and could lower wages, increase the hours of work, and make changes in the working conditions. With a small group of the manufacturers there was the avowed purpose of smashing the union, and the depression seemed to offer the best background.

It will not be necessary to more than mention the lockout and strike in

11. The Advance, the Amalgamated Clothing Workers, June 10, 1921.

12. Ibid.

13. The total expenditure by the union was \$1,971,838; 59 % was for direct relief, the remainder going for the administration of the strike; 2d. ref., above, p. 33, note 6, p. 86.

the Boston and Baltimore markets at the same time as the New York struggle was being carried on. On December 6, 1920, the employers who were members of the Boston Clothing Manufacturers' Association made the demand upon the Amalgamated for the return of the forty-eight hour week and the reduction of ten per cent in wages, at the same time announcing the establishment of the open shop. A strike was immediately declared by the union. The major motive of the manufacturers in Boston seemed to be ^{the destruction of} the union. By the end of July, 1921, all but three of the Association's shops had settled with the union upon the basis of a ten per cent reduction and the retention of all the other rules relating to shop and working conditions. The strike in the union shops of Baltimore¹⁴ about the same time was also successful in maintaining the union standards; the trouble was generally settled by the middle of August, 1921.

The demands
of 1922;

Chicago..

The proposals in New York, Boston and Baltimore in 1920 and 1921 were considered as indicative of what might be expected from the other clothing markets later on in the year unless there was a marked rise in the demand for clothing; but even the most optimistic opinions did not see much of an improvement in business until the spring season of 1922. At a meeting of the General Executive Board of the union in June, 1921, it was pointed out that the agreements in all the important markets would expire next year, 1922, and that the organization would have to be in a position to meet any emergency. Accordingly two motions were passed, one for the initiation of a campaign for a five million dollar defense fund, two million to be raised within a year, the second motion for the launching of a "thorough-going campaign to organize the unorganized markets and to strengthen the union in those centers where it is already established." The recommendation for a reserve fund and a drive

14. Practically every shop in the market outside of H. Sonneborn & Company, Schloss Brothers and M. Stein & Company was involved.

for a tighter organization proved to be well planned to meet and counteract the subsequent demands of the manufacturers.

The agreement in the Chicago market entered into in 1919 expired in May, 1922. On February 14, 1922, at a conference called for the opening of negotiations for a new agreement the employers presented twelve demands including the unlimited right of discharge, the return to the forty-eight hour week, and a flat reduction in wages of twenty-five per cent.¹⁵ A week later the Rochester Clothiers' Exchange submitted demands practically identical with those of the Chicago manufacturers.¹⁶

The Chicago manufacturers were at once informed of the position of the union on the proposals for raising the working hours per week to forty-eight, and on the right of the employer to hire and discharge. "These concessions", President Hillman said in the conference, "were gained after a long and hard struggle, and we are ready to fight even longer and harder to retain them. Before we enter into any discussion we must have a definite understanding as to the two propositions mentioned, which are fundamental to our organization." The negotiations continued without definite results until the first of April. The members of the union were informed that if a struggle came it would be upon questions of principle and rights on which no compromise would be made; on wages it was expected that in view of the deflation in the other industries in the country the union would have to accept a reduction.

On April 3, 1922, an agreement was reached effective May 1, 1922, to run

15. A summary of the demands follow: 1, The selection of the workers to be vested in the employers; 2, the right of discharge and discipline restored to the employers; 3, the union's demand for equal distribution of work to be modified to permit adjustment; 4, freedom of the management from union interference; 5, restriction of output to be prevented by a change in the production standards; 6, piece work to be installed where necessary; 7, hours of work to be extended to the former forty-eight per week; 8, a flat reduction of all piece and week work rates effective not later than May 1, 1922; 9, peaks in piece rates to be brought down; 10, holiday and vacation pay to be abolished; 11, final examiners not to be included under the protection of the agreement; 12, the enforcement of remedies. 2d. reference, The Advance, February 24, 1922, pp 1-2. 16. 2d. reference, The Advance, March 3, 1922, p.1.

for a period of three years. All former rights and gains in working conditions remained intact; the union conceded a reduction in wages of ten per cent.¹⁷ One clause of the agreement provided for a conference not later than ninety days prior to the anniversary of the date of the agreement if either party was convinced that a change in the wage standards was warranted, and the union served notice that it might at the same time bring up the question of an unemployment fund.

Rochester. The Chicago Joint Board of the Amalgamated having concluded its negotiations for a new agreement, the attention of the national officers was turned to the resumption of the conference in Rochester. After about ten days discussion the terms of the new agreement were reported on April 17, 1922, to the Rochester Joint Board for ratification. The provisions retained the advantages in rights and working conditions previously held by the workers, and in addition the employers recognized the obligation of the union workers to pay dues.¹⁸ A clause similar to that one in the Chicago agreement provided for the reopening of the agreement on the matter of a wage change any time not later than ninety days prior to the anniversary of the agreement, and for the consideration of an unemployment fund; if no satisfactory adjustment was reached on these questions, the agreement might be terminated in good faith. In as much as the Rochester market had not received a wage decrease in 1921, both parties agreed to a reduction of fifteen per cent.¹⁹

Baltimore. On February 24, 1922, the day after the Rochester manufacturers had submitted their requests for wage reductions and changes in working conditions, Henry Sonneborn & Company in Baltimore made an appeal to the Joint Board for similar changes in its agreement with the union. After negotiations, a three

17. The Advance, April 7, 1922.

18. This clause means "that if a worker joins the union the employer recognizes the right of the union to force him to continue paying dues, and in the event that he refuses to do so, the union may secure his discharge." Personal letter to writer from H. K. Herwitz, Research Department; dated, October 17, 1922.

19. The secondary reference for the terms of the agreement, The Advance, April 21, 1922, pp.1-2.

year agreement was drawn up with this company on May 1, 1922, practically a renewal of the old one, involving a ten per cent reduction in wages, a recognition of the right of the union to bring up the matter of an unemployment fund, and a reaffirmation of the principle of the forty-four week.²⁰ Similar agreements were made for the first time with Philip Kahn & Company involving four hundred workers, and with Schloss & Brothers;²¹ having had no previous contracts with the firms, the wage scale was put at an approximation of the rate in the other union shops. The agreements were for a period of one year.

Summary.

The similarity of the demands of the New York manufacturers which lead to the lockout of 1920-21 and the demands of the three large unit markets of Chicago, Rochester and Baltimore in 1922 has been obvious. The action of the union in all the markets was seen to be the same, namely, the intention and preparation to resist the invasion of what were held to be fundamental principles. One must make due acknowledgement of the general adherence of both sides to the agreements in spite of the absence of tradition which is such a force with many other unions and manufacturers. The business like attitude of the union in adapting itself to economic changes in a way similar to that found necessary by the manufacturers has developed a feeling that such gains or losses as may result will be in the long run to the mutual advantage of the industry and the parties concerned. But this thoughtful adaptation accentuates the more the physical resistance of the union to the encroachments upon those gains in working conditions regarded as fundamental, and the determination to retain these advantages irrespective of the industrial condition.

The stop-
pages of
1922.

Contracts having been made in the important clothing markets which would not permit of reopening for about one year, the Amalgamated in the summer of 1922 started a general clean up of the unorganized, partly organized and back-sliding clothing markets. This action, one proposed by the General Executive

20. The Advance, May 12, 1922.

21. Ibid., May 26, 1922.

Board at its December meeting, 1921, took the form of stoppages to secure the registration of contractors in the cities already with union agreements. In other markets less well organized intensive drives were planned to secure union conditions of work and an increase in wages.²² No stoppage was declared in Chicago, but a supplemental agreement was made with the manufacturers which provided that they accept the responsibility for any default in the payment of wages to the workers employed by their contractors; also the contractors were to pay the workers in cash instead of by checks. Substantial losses by some of the workers in the contract shops had made this measure necessary.

In June and July, 1922, stoppages were made effective in the Philadelphia and Baltimore markets. Settlements were begun at once, and within a couple of months the majority of the manufacturers had satisfied the requirements of the union by registering a list of all the contractors employed by them. In addition it was necessary for the manufacturers to guarantee the union that all regulations concerning hours and working conditions would be observed, or else deposit a satisfactory security. The contractors were given the choice of three methods: 1, to show a card certifying the deposit of a sum of money with the contractors' association as a guarantee; 2, to deposit with the union one week's pay roll; 3, to show an agreement with the manufacturers for whom they worked that the manufacturers would be responsible for the payment of wages in case the contractors failed.²³

This movement was admittedly a drive for more complete unionization in those markets having agreements and those only partly organized. Where the wage scales were below the average an increase was also made a part of the program. This campaign expressed the union's belief in the industrial recovery, and was well worded as a drive to force the manufacturers to live up to the terms of the agreements, rather than expressed simply as "another organization campaign."

22. The markets mentioned were Buffalo, Cleveland, Philadelphia and Cincinnati.

23. The Advance, June 30, 1922, p. 8.

Chapter 3.

The International Molders' Union of North America.

The period of the depression from 1920 to 1922 included two readjustments of the joint agreements made between the Molders' Union and the majority of the employers as represented by the Stove Founders' National Defense Association. There was no direct intervention of the Government during the war in the joint relations between the two organizations, but the Molders were under the general obligation to avoid disputes and strikes which would retard war work. During the period prior to the depression the union had made two marked gains in working conditions; this activity will be the subject matter of section one. Section two will consider the conferences which made the agreement for 1921, and section three the conference in December, 1921.

References will be made in this paper to the changes on "board prices" in the rate of wages paid to the molders. This method of payment is explained in the following extract:

"The molding of stoves, ranges, heaters and furnaces is done almost exclusively on the piece work system; in other words the stove molder is paid in proportion to the good work he turns out. This piece price is generally termed the 'board price', from the fact that the separate patterns are placed upon a follow board for the purpose of assisting the molder in making the mold. It remains a fixed price, tho it is subject to change from time to time should it develop that the price is too high or low in comparison with similar work made in the district... General advances or reductions are made in wages not by revising the 'board prices', but by paying additional percentages upon them, or in case of a reduction below 'board prices', by deducting a certain percentage from them. There have been but few instances in the stove industry where flat 'board prices' alone have been paid."¹

Section 1. The General Executive Board of the Molders' Union in a meeting in April, 1919, feeling that the period of prosperity favored a forward movement, adopted the following resolution. "It is agreed that it be the policy of this organization that all of its power and influence be utilized in an effort to establish

1. Frey and Commons, Conciliation in the Stove Industry, Bulletin of Bureau of Labor, Vol. XII, 1906, pp. 126-127.

the eight-hour day and an equitable wage rate, preference being given to the establishment of the eight-hour day."² The forty-eight hour working week had been gained by the unions in some of the trades by this time, but the half day on Saturday was effected by adding the time lost in equal amounts to the other five days. By their resolution the Molders expressed their intention of first securing the straight eight-hour day, and then later decrease the hours per week to forty-four by working a half day on Saturday.

The movement was initiated in May, 1919, and by June approximately twelve hundred jobbing and machine shops were working under the eight-hour day rule. The results were especially satisfactory in New York, New England, the Central West and Canada where the union had long been resisted. By the end of the year not only the eight-hour day had been gained in about eighty per cent of the union shops³, but the minimum wage had been established at \$5.88, an increase in four years from \$3.30.

Pronounced as was the gain of the eight-hour day, the Molders' Union in December, 1919, further advanced the working conditions of its members in the agreement with the Defense Association for 1920. Demands were presented by the representatives of the molders that the employers should assume the responsibility for the shaking out and trimming of castings and the cutting of sand. The terms as finally incorporated into the 1920 agreement explained the significance of this request.

"The general trend of industrial development is toward employing skilled labor as far as practicable at skilled work, and in conforming with this tendency, it shall be the policy in the shops of the members of the Stove Founders' National Defense Association to discontinue the present practice of wetting and cutting sand, dumping out and trimming castings; this work to be done and paid for by the firms, who shall regulate the molding and pouring time as seems best to them, agreeing, however, to furnish the last ladle of iron to be poured within eight hours from the starting of the eight hour work day; failing in this to pay time and one-half time at the minimum day rate agreed to between the two associations for time in excess of eight hours."⁴

2. 2d. reference, The International Molders' Journal, June, 1919, p. 489.

3. Statistics of Hours and Wages, from January, 1915, to November 1, 1919; The Journal, December, 1919, p. 1004.

4. Conference Agreements, issued January, 1920, Clause 15, amended 1919.

The importance of this clause as a basic gain in the progress of the union must be acknowledged. It was brought out by the union in urging this change that the work of shaking out and trimming the castings, which had to be done at the close of the day, was a serious strain upon the molder especially as by evening the factory was filled with heat, steam and dust. To have this work assumed and paid for by the employers, not only relieved the men of the added physical exertion, but increased their earning capacity and their enjoyment of life. The prosperous condition of the industry also induced the employers to allow a wage increase of 9 31/41 per cent on "board prices", and ten per cent to day workers. The new agreement was effective January 1, 1920. It is of interest to note in the resolution of April, 1919, the preference of the union for the eight-hour day over the "equitable wage rate", and in December of that year the continued drive of the union for marked improvements in working conditions; both measures had been defeated in the previous conference of 1918.

Section 2.

The joint agreement for 1921. At the joint conference between the Molders' Union and the Defense Association in December, 1920, convened to formulate the agreement for 1921, there was a direct opposition in the demands of the two parties. The Molders requested an advance in wages of fifteen per cent on the board prices, an eight dollar minimum wage for day workers, and certain modifications and amendments to the Conference Agreements. The employers in addition to a reduction of eleven per cent on stove plate prices and twenty per cent on furnace work, asked the union to reassume the responsibility for the shaking out and trimming of castings and the cutting of sand. There was also insistence for a guarantee of the better observance by the molders of clause three if the Conference Agreements were to be continued.⁵ Because of the uncertainty of the industrial situation and the inability of the two parties to agree upon the issues involved, the conference

5. Clause 3 of the Conference Agreements provides for the settlement of all disputes and adds, "Pending adjudication...neither party to the dispute shall discontinue operations, but shall proceed with(the)business in the ordinary manner."

after a session of eleven days decided to adjourn to meet again the week of April 11, 1921. During this period the union aroused by the request of the foundrymen for the old conditions of work emphasized thru the Journal the importance of cooperation on Clause fifteen of the Agreements of 1920 which changed the responsibility for sand cutting from the molders to the employers.

In the reconvened conference at New York, April 11, 1921, the original demands were again brought up for discussion. Upon the matter of sand cutting and the trimming of castings the attitude of the foundrymen was that the change in practice, relieving the molders of the responsibility and cost, had proved to be unworkable in application and more expensive than at first estimated. Also the use of common labor for this work had lead to a large amount of breakage; and finally, the workers in a number of instances had shown an absolute unwillingness to cooperate in any way in making the scheme a success. The officers of the union admitted that in a few cases their members had not given their support to the foundrymen in making the change, but as to the feasibility of the plan numerous foundries were mentioned where the use of laborers for sand cutting and cutting out had been successful for many years both in union and non-union shops. The discussion of the conferees upon the reduction in the piece rate on boiler and furnace work was based upon the usual grounds, namely, the cost of living had dropped, lower prices would stimulate demand, wages had been reduced in other industries, and abnormal wage increases had been granted during the period of prosperity.

Especially because of the controversy over the sand cutting and trimming of castings no settlement was reached until the fifteenth day of the conference. The terms finally agreed upon provided for an amendment in the agreement that, "Each molder will give the shaker out instructions as to the amount of water and new sand required"; the failure of such directions had been the cause of the

breakage and imperfect molds. On the matter of wages it was agreed that, "beginning May 2, 1921, the molding prices of all work in shops of the Stove Founders' National Defense Association shall be reduced fifteen per cent on the prices paid at the present time"; there was a reduction of five per cent for the day workers.⁶ The Molders thus took a reduction of fifteen per cent and retained the advantage in working conditions. "Whatever changes existing trade conditions might make necessary," their Journal said, "the molders' conferees could not see their way clear to any proposition which would compel the molders to again assume the responsibility for the shaking out and sand cutting."⁷ The union ascribed the severity of the wage reduction to the additional expense which the employers had assumed by paying for the sand cutting, as well as the decrease naturally due to the industrial depression.

From the employers side the business stagnation played an important part. It seemed, however, that their desire to reimburse themselves for the expense involved by the change in working conditions was due more to the ill functioning of the system, rather than to the initial expense involved in any such change in management. The reimbursement was taken care of by the substantial wage reduction, and the ill functioning by the amendment providing for the molders to give instructions to the shaker out. No stress was laid by the foundrymen upon the actual increase in cost which would devolve upon them when the new system had been brought into good working order, nor was mention made of the monetary equivalent gained by the union thru this change in working conditions.

Section 3.

The wage
change and
agreement
for 1922.

The condition of the iron molding trade was set forth in a report of the secretary of the Molders' Union:

"The year 1921 has been unsatisfactory in almost every respect in so far as the work of our organization is concerned. As has often been stated in previous circulars the very best barometer of trade conditions we have is the number of members getting initiated and reinstated, and the amount of out of work relief granted. We have initiated and reinstated fewer members during the

6. Minutes of the postponed conference, The Journal, May 1921, p. 264.

7. Ibid., p. 281.

past year than we have ever done in any one year since our present system was started on October 1, 1895... During the year we have issued 778,826 Out-of-work Stamps, a loss of revenue of \$467,295."⁸

During 1921 the stove foundries did not operate twenty-five per cent of their normal capacity. A number were closed down for three or four months, and in many instances the overhead costs were greater than the profits.

Prior to the meeting of the Annual Conference between the Molders and the Defense Association at Atlantic City, December 6, 1921, the employers had at their convention formulated demands which were termed by the union "the most drastic ever made". The proposals included the following: 1, That the practice and responsibility of the members (foundrymen) in wetting down and cutting sand, dumping out and trimming castings, be discontinued, and that such work be done and paid for by the molder; 2, a reduction of twenty per cent from the stove plate prices now in effect; 3, a reduction of thirty per cent on furnace and all other molding; 4, that Board prices which were arbitrarily raised since 1918 be restored to the Board prices prevailing in 1918; 5, the consideration and action on such other matters as may be brought before the Conference.⁹ The demands of the Molders dealt mainly with a request for the protection of the wages of the molders from losses due to dull iron or the lack of sufficient iron to pour off the work, and for a guarantee to the piece workers of the minimum day rate; it was to be expected that the union would make no reference to wage changes.

To quote the Journal. "As the conference progressed, the foundrymen's representatives brought particular pressure to bear upon their demand for a thirty per cent reduction on furnace work. They claimed that a large proportion of the furnace work was now being made in independent and in non-union foundries. They further claimed that the wages paid in the non-union foundries was considerably less than that paid in the S. F. N. D. A. shops." Also the foundrymen stressed

8. Quarterly Report for last quarter of 1921 and summary for year, The Journal, February, 1922, p. 70.

9. Minutes of the Annual Conference, The Journal, January, 1922, p.2.

the competition from other sources. The increased sale of kerosene or oil stoves made principally from sheet metal, the cheap form of gas plate which took the place of gas stoves and the electrical heating and cooking apparatus constituted a business menace, if the products of the Defense Association members was sold at such a high price that the users of stoves would buy this other equipment because of the lower prices even tho it was less satisfactory. But the subject of the greatest dispute was the proposal of the employers to return the responsibility for the sand cutting, et cetera, back to the molders.

As was customary the subject matter was referred to a sub-committee after five days of discussion without agreement. For one of the few times in the history of the joint conferences, the report of the sub-committee was divided. The conferees representing the molders had refused to take back the sand cutting and shaking out; also no reduction on stove plate was granted, but the union would allow a ten per cent decrease on large furnace parts. The foundrymen's proposition presented a choice: 1, The elimination of the present sand cutting and shaking out agreement, or in lieu thereof, a ten per cent reduction on all molding piece work prices, except furnace molding piece work prices; 2, the elimination of the sand cutting and shaking out agreement, and in addition a five per cent reduction on all furnace molding piece work prices, or in lieu thereof, a reduction of fifteen per cent on all furnace molding piece work prices.¹ No agreement of the conference was reached on this report. The conference was adjourned for one day to allow both sides to get in touch with their constituents. When reconvened Mr. Mitchell, President of the Defense Association, said that he had heard from eighty-five per cent of their members, and that the replies were almost unanimous that unless the requests as presented by their conferees were granted, they preferred to go away without a wage agreement. A sub-committee of one from each side met, conferred, and reported the recommendation that the

10. Ibid., p. 3.

wage rate for 1922 be reduced ten per cent on stove plate and fifteen per cent on large furnace and boiler work, and that the established day rate for 1922 be six dollars. No other changes were adopted either on rules or working conditions. The committee's report was adopted by both parties of the conference.

"In agreeing to a reduction," wrote Mr. Frey, "the officers of the Molders' Union were in no way convinced that a reduction was justified. The agreement to the reduction was not because the officers were prepared to defend the justness of the reduction. The question which influenced their minds, and led to their final decision, was whether the stove molders as a whole would be more benefited by a reduction in wages which carried with it an agreement, than they would be by having no agreement, and endeavoring in each locality to maintain the previous wage if they could. In other words, tactical or strategic consideration influenced the officers of the Molder's Union rather than the justice of the reduction."¹¹

Summary.

The responsibility for the sand cutting and shaking out had rested with the employers for a period of two years. Even with the cooperation of the molders and a smooth functioning of the system, the expense thru a continued depression had proved to be too great. It was a case of returning the expense involved in hiring labor for this work back to the molders, at least for the period of the depression, or receiving a decrease in labor costs sufficient to offset the additional burden. For the union the situation presented the choice between a forfeiture of the gain in working conditions, or a heavy additional reduction in wages. The union again showed their greater valuation of a gain in working conditions by accepting the wage reduction.

One of the greatest influences bearing upon the joint conferences called for the forming of a new agreement has been the habit of settling disputes without a resort to a lockout or a strike. This has been set forth by several

11. Letter to writer from Mr. J. P. Frey, dated May 24, 1922.

writers well acquainted with the history of the organization. "Neither party has ever insisted upon the immediate granting of demands when the membership of the other has not been educated to see the justice of such demands. For example, the foundrymen waited patiently thru conference after conference until the rank and file of the union finally saw the need of a higher apprentice ratio. Again seven years passed before a satisfactory system had been devised for pricing work made on molding machines."¹² The effect of this policy has been that "instead of radical action they (the conferees) have relied upon education.... Employment has become far steadier than before, and altho the molders have not secured the large but sporadic advances in wages they were able to get in former periods of prosperity, neither have they suffered the deep cuts that formerly followed in a period of depression."¹³

Section 4. The Quarterly Reports of the Secretary of the Molders' Union stated a general
The agree- improvement in the industry beginning with the early summer of 1922. This change
ment for was reflected in the demands of the Molders at the annual conference with the
1923. employers in December, 1922, which included besides a pronounced wage increase
for piece and day work an assumption by the foundrymen of some work then done
by the molders. There were also requests that the piece workers be guaranteed
the minimum day wage rate, and that the workers should be paid for faulty work
not attributable to their neglect.¹⁴ The foundrymen made no requests, but again
urged the necessity of the observance of Clause 3 of the Conference Agreements.¹⁵

The terms as finally agreed upon contained two slight amendments which lessened the responsibility of the workers for faulty products provided due care had been taken, and increased the molding prices 16 2/10 per cent on the prices paid at that time, bringing the total list percentage to 100. The minimum day wage for molders and coremakers was increased from \$6 to \$6.50. Altho the two wage decreases of 1921 and 1922 were not recovered, there was a substantial gain.

12. F.T.Stockton, The International Molders' Union of North America, Johns Hopkins Studies, 1921, p. 125.

13. Frey and Commons, "Conciliation in the Stove Industry"; above p.43, note 1;p.18.

14. For the full demands and the results of the conference, The Journal, Jan., 1923.

15. Above, p. 45, note 5.

Chapter 4.

The American Flint Glass Workers' Union.

The relations between the American Flint Glass Workers and the employers are governed by agreements of one year's duration. In 1920 the annual joint departmental conferences were held during July and August just prior to the general recognition of the depression; the gains of the union during the period of the inflation and especially in 1920 will be discussed in section one. Another twelve months brought the 1921 conferences in the depth of the depression, and a year later the union based its demands upon the assumption that the period of the business recovery had definitely set in. Sections two and three will treat of these two years respectively.

Section 1.
The period
prior to
the depression.

The influence of departmental agreements, the different degrees of organization of the branches of the trade and the variance in the advantages already gained made it difficult for the national officers to promote a movement during the period of prosperity which would have been equally beneficial to all the departments. Furthermore the union was pressed by competition from three active sources. First, all of the branches of the trade as represented by the departments¹ of the union were not fully under the control of the Flint Glass Workers, and the manufacturers used the competition from the non-union plants as a constant argument forcing the union to greater production. Second, the termination of the war released shipping, and imports especially from Japan and Holland entered into the United States in large quantities at prices below those of the union made articles. Finally, and most important there was machine competition. It was generally held in 1917 and up to 1920 that altho machines were making products acceptable to the less discriminating buyers, perfection in workmanship could be obtained only thru hand production. But by 1920 the improvements in

1. Refer above, p. 5, note 15.

the semi-automatic and automatic glass molding machines had firmly established their value to the industry.

There were two results. In the first place it was only in the most prosperous years that the union had been able to secure appreciable increases in wages; the slight depression in 1919 had made it difficult to gain an advance of even five per cent. In the second place, irrespective of the economic conditions the employers constantly pressed the union to increase the output and lower production costs so as to make possible competition with the products of machinery, non-union and foreign labor.

The departmental conferences of 1920 came in the months of July and August just before the depression had become apparent. There was the same tendency as in the previous conferences of the prosperous years; the union presented demands for wage increases and a reduction in the working hours, the employers asked for increased production thru a lengthening of the moves and the hours of work. In the final agreements the union was successful in securing liberal wage increases. There were but slight changes in the working conditions. The Insulator department won a change from three shifts to two shifts, and the Punch Tumbler and Stem Ware department was able to gain a reduction of hours; in seven other of the departments the union's request for a shorter turn was refused. The unlimited turn work was granted by the union to the employers for the Caster Place department and the Bulb for bulbs made from continuous tanks. The union, thus, in a period of prosperity altho able to secure advances in wages had to constantly fight the encroachments of the manufacturers upon working conditions, necessitated, from the manufacturers' point of view, by the competition from non-union, foreign and machine products.

Section 2.
The joint
conferences
of 1921.

There was no general recognition of the depression in the glass industry until around the end of November, 1920, when the various trade journals began to report a decrease in orders. In January, 1921, the manufacturers having lamp

working departments asked for a special conference with the union to consider such reduction in wages as would permit them to operate upon a profitable basis. In the subsequent meeting which lacked many of the former members from the employers group, the union was presented with a demand for a wage reduction of twenty-five per cent. This relief would be sufficient, the manufacturers said, to allow them to compete against the non-union plants; if the union preferred to hold to the present wage scale it would be necessary for the manufacturers present to follow the example of the other union employers and close their plants. The union was not only pressed by this argument of non-union competition, but was confronted with the withdrawal from the national organization of several of the locals in this department; also many of the workers of idle plants had accepted jobs in non-union shops at wages below the union scale. Under this internal and external pressure the union conceded a wage reduction of fifteen per cent.²

By the end of March the glass trade was experiencing the full force of the depression. Encouraged by the results in the lamp working department the largest group of employers, the National Association of Manufacturers of Pressed and Blown Glassware, made a request to President Clarke of the Flint Glass Workers for a conference for "making some readjustments in the present wage scales." Nine departmental conferences were arranged for the months of April and May. The conferees in the first six of the meetings failed to come to an agreement; by mutual consent the remaining three conferences were called off, and both parties agreed to postpone all demands until the regular sessions which were to start the latter part of July, 1921.

With the agreements expiring September 3, the regular joint departmental conferences between the union and the associations of manufacturers began on July 20, 1921, and continued thru to the middle of September.³ Altho the pre-

2. Circular No. 69, American Flint Glass Workers, p. 1422.

3. Proceedings of the conferences, Circulars 75, 76, 78, 79, 80, 82; or the Proceedings of the Forty-sixth Convention, Fairmont, W. Va., July, 1922, p.25.

dominant demand of the manufacturers was for wage reductions ranging from twenty to twenty-five per cent, five departments asked for a lengthening of the turns, three departments asked for the introduction of the three shift system when working from continuous tanks, and the representatives of those workers still producing on the limited basis were urged to change to the unlimited system. The arguments of the manufacturers in pressing these changes varied according to the nature of the product involved, except upon the common ground of a surplus of stock which could not be disposed of even at greatly reduced prices. The chimney, thermos bottle and perfume cut glass ware manufacturers stressed the impossibility of competing against the imports from the foreign countries, especially Japan and Germany, unless the union offered them some relief in the form of wage reductions. Substitutions of paper, silk, wood and metal for glass had made inroads into the business of the Pressed Lead Blank department which produced blanks used for cut glass ware; and national prohibition had decreased the demand for stem ware in the Pressed Ware department.

One of the influences upon the decision of the union was mentioned by the president of the union, Mr. Clarke. "The Window Glass Workers having put forth a scale calling for a reduction of twenty-five per cent, the Glass Bottle Blowers having accepted a reduction averaging better than fifteen per cent, while the Potters have agreed upon a nineteen per cent reduction, all places us in a compromising position."⁴ The additional pressure upon the union from these reductions in similar trades induced the union to accept wage decreases ranging from ten to ⁱⁿ fifteen per cent, except/those departments which were especially hard pressed by production not under union control.⁵ The changes in working conditions differed only in degree from those made even in the previous period of prosperity.

4. Circular No. 77, p. 1580.

5. The Bulb department 25% reduction, machine competition; thermos bottle and chemical ware 17-17½ % reduction, non-union and foreign competition; lamp working a total of 30% reduction, non-union competition. For condensed statement of all the reductions, Proceedings of Fourty-sixth Convention, July, 1922, p. 62.

Summary.

The results of these departmental conferences illustrated the slight influence exerted by a depression upon working conditions regarded by the union as basic principles in their gains when machinery was being introduced into the trade. During the period prior to the depression the employers urged the union to allow greater production in order to compete against the output of the machines; during the depression the same requests continued, with only a slightly greater pressure due to the industrial condition. The most noticeable difference in the interchange of proposals between these two periods was that wage increases were gained by the union during the prosperous years, and reductions incurred during the business stagnation.

Section 3.

The joint conferences of 1922.

Altho there were special conferences in several of the departments⁶ in the spring at which the union was forced to accept wage reductions, a general summary of the situation prior to the regular joint conferences of 1922 defined the attitude of the workers as distinctly optimistic of the business conditions, and in favor of an aggressive move. "The workers," reported President Clarke, "are found proposing reductions in moves, the shortening of hours, the abolition of night work, the restoration of the limited system, a guaranteed weekly wage along with increases in the wage scales reaching as high as thirty per cent. On the other hand the employers are proposing that hours be increased, that the three-shift system be adopted, that turn work be abolished, that piece work be substituted, and, as regards wages, reductions are to be asked even to the extent of thirty-three and a third per cent."

The action of the workers at their annual convention in 1922, at which the above report was made, was especially significant upon two measures. The 1916

6. There was a reduction of 7% in the blank branch of the Caster Place department, lack of orders at the prevailing prices being given as the reason; the Bulb department agreed to a 25% reduction and the unlimited turn, due to machine and foreign competition; chemical wares, electric tube and lime glass tube branches received reductions amounting to about 10-15% due to machinery, importations, and a lack of orders.

convention had forbade any of the officers granting the concession of the three-shift system. This resolution was now annulled, and a motion carried that "the subject be referred to the various trade committees confronted with the three-shift proposition for consideration." The second measure passed by the 1922 convention provided, "that all operators of automatic glass-making machines, making glassware that comes under the jurisdiction of the American Flint Glass Workers' Union, shall be members of the said union."⁷ These two motions recognized the necessity of meeting the competition of the machine made glassware, if the union was to retain its hold over the production of the factories already unionized.

The joint departmental conferences started July 24 and continued to the tenth of August. The propositions submitted in the first conference, the Pressed Ware, were considered as indicative of those which would come up in the subsequent conferences. The major demands of the manufacturers were, first, the adoption of the three-shift system, second, a wage reduction of ten to fifteen per cent, and third, "that the Press Ware Department shall be governed only by the rules adopted by the manufacturers and the workers in conference, and mutually accepted factory rules."⁸ The arguments advanced to support the request for the three-shift system spoke of the competition of the non-union shops which worked on this basis, the quantity production of the machines, and the additional overhead expense involved by using the furnaces only sixteen out of the full twenty-four hours during which the fires had to be kept going. The demands for wage reductions were based upon the lower production costs of machine and non-union shops, and the refusal of buyers to place orders at the prevailing prices. Arbitrary legislation by the local unions in a spirit contrary to the conference agreements forced the manufacturers in their third demand to ask for protection against such action.

7. Above, p. 55, note 5, reference to Convention; p.174, and p. 182.

8. Circular 91, p. 1787.

The attitude of the union at this Pressed Ware conference was distinctly that of the aggressor taking advantage of the improved economic conditions. Their proposals involved a reduction in the moves of twenty per cent; the payment for all spoiled ware not due directly to the workmen; the establishment of a rule of seniority; the reduction of a turn's work to four hours and the advancement of all wages in the Department twenty-five per cent. With a deadlock on the matter of wages after both sides had made slight concessions in their original demands, the conference came to an end after adopting the resolution of the manufacturers reaffirming the supremacy of the conference rules over those made by the local organizations, and the reference of the three-shift controversy to a committee. "Just before the Press conference adjourned we, (the union representatives), presented a motion providing that the present wage scale continue until the first Monday in September, 1923. The manufacturers expressed themselves in opposition to the motion... However, the position of your officers is that the wage scale of 1921-22 shall continue in effect until the first Monday in September, 1923, unless it is changed at some subsequent conference."⁹

The propositions and the results of the following joint departmental conferences were practically the same. In every case the demand for the discontinuance of local rules not in harmony with the conference agreements was granted by the union. The requests for the three-shift system in the Punch Tumbler and Stem Ware and the Machine Press departments were referred to committees of the parties concerned- which at a later date by failing to agree prevented the change. No wage increases were conceded by the employers sufficient to bring about an agreement, except in the Lamp Working which had taken heavy losses during the depression, and the workers were instructed to continue working on the 1921-22 wage scale. Other changes in the working conditions or rules were either with-

9. Ibid., p. 1793.

drawn or defeated. The result of the conference was distinctly to the advantage of the union, for the longer the settlement of wages could be postponed the more accentuated the business revival would probably become; consequently, the demands of the employers might be expected to change from penalties to the continuation of the present agreements, or even concession to the union might be made.

Summary.

Altho there was no marked difference in the 1922 demands of the manufacturers in the flint glass industry upon their union employees from the 1921 demands, due as has been previously explained to the moderating influence of departmental agreements and machinery, the requests for wage reductions in 1922 had a lower range, from ten to twenty per cent, than similar requests in 1921, from twenty to twenty-five per cent. The outstanding characteristic of the 1922 proposals was the absence of any reference to a lengthening of turns or an increase of hours. With the union on the other hand there was a change from the defensive attitude of 1921 to that of an offensive nature in 1922, involving a demand for wage increases, a reduction of the moves and hours of work, the return of the limited system of production and relief from the extra work attached to some of the molding jobs. On the whole one might say that there was no marked change during the period of 1916 to 1922 in the type of the demands made upon the union by the manufacturer- it was rather a change in the intensity of pressure on the same demands, moderate pressure during the inflation and severe pressure during the depression.

Mention must be made of the custom of the joint conferences for thirty-four years of settling disputes without resort to a general strike. The continuation of the 1921-22 agreement when the conferences of 1922 failed to come to a understanding was according to precedent.¹⁰ And a glance at the amounts paid by the union since 1880 will show long periods of moderate expenditure indicative of scattered local disturbances rather than general action.¹¹

10. Letter to writer from W.P. Clarke, President of the Flint Glass Workers, dated March 13, 1923.

11. Proceedings of the annual conventions of the union.

Chapter 5.

The National Brotherhood of Operative Potters.

There are two general agreements made by the Operative Potters, one for the workers in the general ware branch of the industry and the other for the sanitary trade. Up to 1921 it had been the custom for the agreements to expire in alternate two year periods, the term of the General Ware agreement extending within the even years, and the Sanitary agreement running from odd year to odd year. In 1921, however, the General Ware agreement with the United States Potters' Association was made effective from August, 1921, to November, 1922. The two branches of the pottery industry and the union will be discussed separately within the same period.

Section 1.

The period
prior to
the de-
pression.

The Gen-
eral Ware
workers.

The joint conference between the union and the Potters' Association for the general ware branch of the industry met on September 3, 1919, and formed a new agreement to run from October 1, 1919, to September 30, 1921. It was with some difficulty that the union succeeded in gaining a general wage advance of even five per cent with a slightly larger percentage for a few of the positions considered relatively underpaid. The reaction of 1919 had not yet given way to the subsequent short time inflation of 1919-20. Included in the agreement was the provision that it could be reopened by January 1, 1920, if the cost of living had so increased as to justify a change. Advantage was taken of this provision by the union in a call for a special conference with the manufacturers in January. An additional increase in wages granted by the employers brought the general range of plussages up to thirty-five to sixty-five ^{per cent} above the base scale of 1915; the flat increase amounted to ten per cent. The new rates became effective on January 25, 1920, with the provision that there should be no further revision for six months, and none after that unless there be a "pronounced and radical change in labor and living conditions."

The 1920 convention of the Operative Potters held in July adopted a resolution to the effect that the general ware branch of the union should again request the manufacturers to increase the wage scale. A joint meeting the latter part of the month brought out the strong opposition of the manufacturers to any change in wages. They claimed that the rates at that time were equal to the increase in living costs and placed the pottery workers as one of the highest paid of the American laboring groups. The representatives of the workers refused to accept the position of the Labor Committee of the manufacturers' association, and succeeded in arranging another meeting in the middle of August. Altho the employers again held that there was no warrant for the demand for a wage increase at that time, "nevertheless, in keeping with our attitude maintained in all our previous dealings of yielding and yielding again, and with hopes of preserving peace in the industry," they offered a scale of wages increasing the plussages of the piece workers from thirteen to fifteen per cent, and the day workers five per cent. The wage increases became effective September 15, 1920.

During this period there was no change in working conditions, as it was understood that wage revisions were to be the only subject for discussion at the special joint conferences. It has been mentioned that the regular conference occurred in 1919 at a time when it was impossible for the union to secure changes advantageous to its members in the face of what appeared to be a reaction from the war period of inflation.

The Operative Potters and the manufacturers in the sanitary branch of the industry in their regular joint conference, October, 1918, made an agreement which allowed an increase of five to fifteen cents on piece work. The conferees, however, failed to come to an agreement upon improvements in working conditions outside of the concession that the turners should have "the right and first preference of following their work to the machine." Scarcity of unskilled labor, according to the manufacturers' committee, made it impossible to grant relief

The Sani-
tary Ware
workers.

to the workers which would necessitate the use of extra laborers.

Altho the 1918 agreement was in effect until October 31, 1920, changes in economic conditions introduced three modifications during that period. In June, 1919, the manufacturers in a special joint conference agreed to a wage increase of twelve to fifteen per cent in addition to the twenty-five per cent bonus then being paid. Another request for a wage increase in the latter part of the year, September, met with the refusal of the Sanitary Potters' Association, but upon renewed pressure a second special joint conference was called for the last of January, 1920. Even tho the manufacturers at this conference granted a wage increase of ten per cent, the workers expressed such strong dissatisfaction that their representatives secured a third meeting with the employers at which an additional five to ten per cent raise in the piece rates and a minimum day rate of \$8.75 was conceded to the union.

There was some delay in convening the regular 1920 joint conference of the sanitary trade because of the "hold up" clause which had been adopted by the 1920 convention of the Operative Potters.¹ However, after this clause had been rescinded by the vote of the sanitary trade, both parties met and agreed, "that the twenty-five per cent plussages being paid to the different branches of the trade be incorporated in the base rate of April 15, 1920, and thereafter recognized as the new base rate of wages." In addition not only was an increase of five per cent conceded by the manufacturers in the wage scale, but also several changes in working conditions which relieved the workers of odd jobs which cut down their production time.² These changes had been rejected by the manufacturers in 1918. The new agreement was effective from November 1, 1920 to October 31, 1922.

1. This clause read: "If at the conclusion of the 1920 Conference with the Sanitary Manufacturers the original demands are not conceded, the concessions granted be submitted to a referendum vote of the entire Sanitary Trade for consideration before the signing of the new agreement, majority vote to decide the issue." Proceedings, Thirtieth Annual Convention, National Brotherhood of Operative Potters, Atlantic City, July 2, 1920; resolution no. 87, p. 87.

2. The saggermakers were relieved of carrying green saggars to the kilns, or were paid for it. This had been urgently pressed in the 1918 conference.

Section 2. It will be remembered that the General Ware workers were under an agree-
Changes in ment which was in effect from October 1, 1919, to September 30, 1921, and that
the agree- the union had been successful in securing three wage increases during the two
ments dur- years of 1919 and 1920. In May, 1921, the Labor Committee of the manufacturers
ing the notified the union that they wished to meet in joint conference for the purpose
depression. of readjusting the wage scale in relation to the decreased cost of living.

The Gen-
 eral Ware
 workers.

"Thru a combination of favorable circumstances," they wrote to the union, "it has been possible until recently to keep our general ware potteries in fairly steady operation, and to maintain a level of selling prices commensurate with the high cost of production. Market conditions in the general ware lines have now changed.... Our selling prices in many lines have already been cut to a point beyond which we cannot go without serious financial results."

Enclosed in the manufacturers' letter was a list of thirty-eight proposals for the improvement of the quality of the workmanship and the reduction of waste by the workers. The conference was held, but as neither side would grant any concessions, it was mutually agreed that the joint meeting should adjourn to meet again after the national convention of the Operative Potters. In order to have a definite formulation of proposals the manufacturers submitted a letter to the union containing besides the thirty-eight provisions for greater economy in production, a gradual downward gradation in the wage scale such as would bring it back to that which prevailed from August, 1918, to October, 1919.³

In spite of the energetic opposition of the union, the manufacturers were able to gain practically all of their demands. An agreement was made which provided for two wage reductions, the first one to take place August 11, 1921, amounting to a decrease from the supplemental agreement of September 15, 1920, of fifteen to eighteen per cent on piece work and ten per cent for the wages

3. Proposals of the United States Potters' Association; Report of the Executive Board of the Operative Potters, Thirty-second Convention, July, 1922, pp. 14-22.

figured on a kiln day. The second decrease, which was to take place on November 3, and to be calculated from that scale of the preceding August, involved reductions amounting to twelve per cent for piece work and approximately eight and one-half per cent for the kiln day work; this reduction brought the wage scale back to that effective August 1, 1918. In addition, practically all of the demands of the manufacturers in regard to an improvement in the quality of work were granted by the union. There was one marked change; the new agreement was to run for only one year, to October 1, 1922, with the provision that it could be reopened with sixty days notice after the first of January, 1922.

Section 3. This agreement continued in effect without change until its legal termination. In August, 1922, both parties met in the General Ware conference at Cleveland to consider the propositions for a new agreement. The union submitted thirty-one demands among which was one, "that increases be granted in the wage scale equivalent to the reductions that went into effect August 11 and November 3, 1921." Also a request was made that the eight hour day with a half day Saturday, or forty-five hours, should constitute a weeks work, and that certain minor improvements be made in working conditions. The manufacturers acquiesced in a number of the union's resolutions for slight concessions and improvements in shop conditions, but refused to consider the restoration of the two previous wage decreases, or even the last one of November 3, 1921. An excerpt from the statement the manufacturers issued to make clear their position read as follows: "Any one having the least knowledge of the situation is aware that an increase in the selling prices is utterly out of the question, and every manufacturer knows that a large increase ^{in wages} which would necessitate a demand for a higher selling price would close the potteries as effectually as a strike itself."⁴

4. The Potters' Herald, August 31, 1922. This issue contained the propositions of the union as well.

Altho the union modified its demand for a wage increase no settlement was reached and the conference adjourned without an agreement. The possible action of the union was summarized in the report of the conference to the members. "Ratification of the existing wage agreement, with the supplemental changes and improved working conditions agreed upon at the conference, or rejection of the whole program ... to enforce the demand (of the union) for the seven per cent restoration (of wages) which would be the equivalent of a general strike is the issue which now goes to the vote of the trade."⁵

The strike ballots gave a majority of two hundred and nineteen votes over the two thirds necessary to call a strike, and official notice was given the men to so arrange their work that they could finish up by September 30. Relief from the defense fund, which totaled \$750,000, was paid to the strikers at the rate of ten dollars a week; approximately 7,200 workers in the general ware branch of the union were involved. It was the first general strike which had occurred in twenty-eight years.

During the next two months several firms not members of the United States Potters' Association settled with the union agreeing to restore the wage cut of November, 1921. With the exception of a few individual cases the local unions maintained a one hundred per cent strike resistance. Several joint meetings between the Labor Committee of the manufacturers' association and the Executive Board of the union took place during October and November without definite results, until on December 5 the manufacturers' representatives asked the union to recall its members and promised a fair consideration of all questions at a joint meeting which was called for December 18, 1922.

The increases in the wage scale subsequently granted were somewhat in the nature of a compromise, altho the union gained more on their former request for a restoration of the November, 1921, decrease than the manufacturers for a

5. Ibid., p. 1.

continuation of the scale. The advance in the piece work rate averaged six per cent; for the day work the range was from the general increase of four and one-fifth per cent to a full eight and one-half per cent, which brought some of the jobs back to the scale prevailing before the November reduction of 1921. Those improvements in working and shop conditions to which the manufacturers had formerly acquiesced were again granted. The agreement was for the usual two year period omitting the months involved by the strike, that is, from the first of January, 1923, to October 4, 1924.

The Sanitary Ware workers. It will be recalled that the sanitary branch of the union had made an agreement which was to be in effect from November 1, 1920, to October 31, 1922. Within a few months after the signing of the agreement the industrial depression became apparent in the pottery industry, and on February 2, 1921, the Sanitary Potters' Association sent a request to the Operative Potters for a conference to consider a ten per cent wage reduction. The union refused to discuss a wage change at this time, holding that the decrease in business was nothing more than the slackness which occurred annually during the months of December, January and February. Two months later the manufacturers withdrew their request, but notified the union that if a further reduction in selling prices was found necessary, they would have to renew their call upon the union for a lowering of the wage scale. Under date of June 3 the request for a general wage reduction in all the branches of the industry was again presented to the union. Because of the national convention of the Potters' union followed by an already scheduled meeting for the General Ware workers and the manufacturers, it was impossible for the union to meet the Sanitary manufacturers before the first part of August; later the date was set for August 9, 1921.

In a preliminary letter the Sanitary Potters' Association asked for a wage reduction of twenty-five per cent which would, they claimed, place them in a

competitive position with the non-union shops, and make the selling prices attractive enough to reach their customers; furthermore, composition and enameled iron tanks were injuring the business because of the great difference in price, altho there was no question as to the merits of the respective products. Two reductions during the year had been absorbed by the manufacturers, and it was now time for the workers to participate in the general deflation necessary to revive trade. The union at this special conference of August 9, succeeded in retaining not only the twenty-five per cent bonus which had been incorporated into the 1920 scale, but also the five per cent advance which had been granted at the same time. The conference adjourned without an agreement upon the proposed changes; the original terms continued to be effective.

The manufacturers during the following months, according to the union, showed a tendency to ignore many of the provisions of the agreements. There was also a growing sentiment on the part of some of the employers to remain out of the joint conference which would form the agreement for the coming year unless the handicap of the union rate of wages on production could be reduced. The result of this feeling was another request for a special joint conference to be held October 25, 1921. In a letter to the membership of the union F. H. Hutchins, President of the Operative Potters, said, "There is no doubt but what our arguments advanced at the last conference regarding the high cost of living and the necessity for the present rate of wages has as much force now as it did at that time, and there is no question but what our physical power to resist such a reduction is just as strong as it ever was, but with the possibilities of our failure to secure further agreements with the manufacturers, it is questionable whether it is to our best future interests to take such a position."⁶

With emphasis upon the saving which the non-union manufacturers were able to make thru lower labor costs, the Sanitary Potters' Association at this con-

6. Report of the Executive Board; above p. 63, note 3, p.46.

ference of October 25, asked for a wage reduction of fifteen per cent to apply to all branches of the trade to take effect the first pay day in November, 1921, and a further reduction of ten per cent to take effect the first pay day after December 15, 1921. Upon the failure of the workers to approve of this reduction it was modified to fifteen per cent and then later to ten per cent. In refusing to grant even this decrease the union brought out that because of the lack of employment they had received very little benefit from the present rate of wages, and it was their hope that there would be more steady employment which would give them a chance to recoup their losses suffered during the long period of idleness. The special conference again adjourned without a settlement upon the proposed changes. There was no further interchange of requests until the call for the regular joint conference on September 12, 1922.

With the agreement terminating October 31, 1922, the manufacturers presented a request for a reduction of twenty-five per cent in wages for pressing, and a price one half of the pressing scale for casting. Of more importance to the union, however, was a list of propositions relating to changes in working conditions. It was requested that the rule which required a firm to employ recognized journeymen, (union), be cancelled; that the union's restrictions upon working overtime be removed; that the lunch period at nine-thirty in the morning be abolished; and that the rule regarding weekly pay be changed to read, "Any firm has the right to pay twice a month, and to pay by check or in currency". It was also asked by the manufacturers that the duration of the new agreement should be for only one year.⁷ One of the main arguments of the employers as set forth in their "Statement of Facts" was the non-observance by the workers of the terms of the agreements. There was also entering into the staple lines of the sanitary business goods made by non-union labor at lower production costs.

7. Summarized from the List of Changes of the Sanitary Potters' Association, September 12, 1922, with the permission of Mr. G.G.Dyer, Secretary of the Association.

The union, on the other hand, feeling that the period of the recovery had definitely set in, refused to grant concessions in wages, and in turn presented demands for the continuation of the wage scale and certain material improvements in the conditions of work. In spite of a prolonged session, during which the employers lowered their request for a wage reduction from twenty-five to twenty and then to ten per cent, no agreement was reached. The rejection of the employers' demands by the representatives of the union was referred to the workers of the Sanitary trade for confirmation. The position of the union officers was sustained by a vote of 2225 to 9.

The strike, the first general one in the Sanitary trade under the control of the union for twenty years, began November 1, 1922, and involved twenty-five hundred workers. Discharge notices were given to the union workers by the members of the Sanitary Potters' Association on November 15; at the same time some of the manufacturers informed the union that they intended to reopen their factories upon a non-union basis. During November seven firms outside of the employers' Association settled with the union upon the basis of a continuation of the wages and the terms of the 1920-22 agreement. At the time of this writing no settlement had been reached between the Operative Potters and the Sanitary Potters' Association.

In connection with this trade union it is of interest to note that in spite of the tradition of the trade to avoid strikes, strikes were used when the demands of the employers encroached too much on the gains of the union, or denied the improvements which the workers considered just.⁸

8. There is a reluctance on the part of both the union and the employers' associations to make public thru the trade papers or otherwise the reports of the joint conferences. The main source for these conferences has been the summaries in the Reports of the Executive Board of the Operative Potters.

Chapter 6.

The United Mine Workers of America.

Section one in the consideration of the United Mine Workers will concern itself with the terms and the application of the award of the Bituminous Coal Commission and the Alabama strike as an offensive move in the period prior to the depression. The Mine Workers' agreement in the organized coal fields which was based on the award of the Bituminous Coal Commission spanned the depression; the length of the agreement was from March 31, 1920, to April 1, 1922. With the five unions just considered section two has been devoted to the first re-adjustment of their agreements within the depression, and section three with the next change in the agreements. Altho the Mine Workers had no authorized joint conference during 1921 at which the proposals submitted by both sides would have showed the effect of the depression, there were two groups of action which did reflect the economic change: first, the proposals of those operators who petitioned the union for a reopening of the agreement; second, the new terms put into effect by those operators who broke their agreements with the union. The action of these two groups of employers will be considered in section two. The subject matter of section three will be the coal strike of April, 1922, and the subsequent conferences and the final agreement for 1922-23.

Section 1.

The period
prior to
the de-
pression.

The United Mine Workers in their fourth biennial convention, September, 1919, approved of demands involving a wage increase of sixty per cent, a six-hour day and five-day week, the abolition of the penalty clause for the violation of agreements, and the termination of the agreements in all the organized coal fields on November 1, 1919.¹ In addition the convention made two changes which were significant. First, the full power of concluding the agreement with the operators of the Central Competitive Fields was taken from the representatives

1. Above, p.8, section 1.

of the union and vested in a special convention of the whole membership which was to be called after the conference with the operators. Second, a strike on November 1, 1919, was automatically authorized in case the agreement for the Central Competitive Field was not secured.²

No agreement was reached at the subsequent joint conference nor at the reconvened session of October 9, 1919. Altho the operators expressed their willingness to grant a small wage increase, they refused to consider the miners' request for a sixty per cent advance, and not only objected to the strike threat and the denial of full power to the union's representatives, but held that there should be no abrogation of the agreement prior to its legal termination, namely, the statutory end of the war, or March 31, 1920. The adjournment of the joint conference without an agreement automatically called the strike of the miners for November 1, 1919.

The proposed stoppage of coal production, a public necessity, received the immediate attention of the Government. There followed meetings in Washington between the Government, as represented by Secretary of Labor Wilson, and the miners and the operators. In addition to Federal pressure the mandatory injunction of Judge Anderson ordered the withdrawal of the strike authorization and prohibited the use of union funds for strike relief. On December 6 the union officials in a conference with Attorney General Palmer and Mr. Tumulty received assurance that if the miners would return to work immediately with a wage increase of fourteen per cent, all of their demands would be given fair consideration by the Government. The district and national officers of the Mine Workers in a conference on December 8 decided to accept the plan as outlined by the Government, and ordered an immediate resumption of all mining

2. Clause 12 of the adopted scale committee's report which contained this authorization read: "We recommend that in event a satisfactory wage agreement is not secured for the C.C.F. before November 1, 1919,...that the International Officers be authorized to and are hereby instructed to call a general strike of all bituminous miners thruout the United States, the same to become effective November 1, 1919." Proceedings of the Fourth Biennial Convention, September, 1919.

operations in the union fields. This action of the union officials was sustained in a special convention of the mine workers, January 5, 1920, by a vote of 1,639 to 221.

The Bituminous Coal Commission. To fulfill the obligation accepted by the Government the President appointed a Bituminous Coal Commission³ which began its hearings on January 12, 1920. After the submission of evidence, the Commission on March 10 gave a majority and a minority report; the latter was filed by Mr. John P. White, the representative of the miners. A copy of the majority report⁴ was transmitted to both parties by the President, and in accord with a previous agreement the provisions were accepted for the Central Competitive Fields in a joint conference on March 29, 1920. The representatives of the union at the conference urged an increase in the wage of day laborers commensurate with the advance given the piece workers, but the operators refused to change the Award.

The provisions of the award of the Bituminous Coal Commission were based upon the previous Washington Agreement which was in turn supplemental to the agreements of the 1916 joint conferences for the organized bituminous coal fields⁵. Further support was given to the understanding that the Award applied only to the Central Competitive Fields and the "outlying" districts under the control of the union by the Summary of the Award which read, "... the fulfillment of the agreement to be entered into shall be guaranteed by the International Organization (of the miners)," and in the Recommendation, "16, That the representatives of the miners and operators in Alabama, Tennessee, eastern Kentucky, and Maryland arrange to put into effect the awards herein set out, to the end that industrial peace and tranquility may prevail." This interpretation was again

3. Mr. Harry Robinson, the public; Mr. Rembrandt Peale, the operators; and Mr. John P. White, former President of the Mine Workers, for the union.
 4. The Award granted a wage increase of 24¢ per ton for mining mine-run coal, pick and machine, and \$1 a day to day and month men; 20% on yardage, dead work and room turning; the duration of the agreement was from April 1, 1920-March 31, 1922.
 5. "We hereby award that all the terms, conditions and provisions, mining rates, and wage schedules in effect on October 31, 1919, in what was known as the Washington Agreement, dated October 6, 1917, and the agreement preceding the Washington Agreement, to which the Washington Agreement is supplemental and upon which it is predicated, applying to the central competitive field and outlying districts, shall be written into the agreement for which these findings constitute a basis, except as the same may be modified by the awards and recommendations hereinafter set forth." Articles of award in the majority report of the Bituminous Coal Commission.

confirmed by Secretary Green of the United Mine Workers. "It, (the Award), was recommended but optional in the following districts: District 15 (Colorado), 16 (Maryland), 19 (Tennessee and south-east Kentucky), 20 (Alabama) and 29 (New River Section of West Virginia)."6

The dissatisfaction expressed by the union with the failure of the award of the Bituminous Coal Commission to grant a wage increase to the day workers equal to that awarded the piece workers took outward form in numerous illegal strikes. President Wilson signified his intention of calling a special joint conference to consider a readjustment of the wage scales as soon as the striking miners had resumed work. Altho the mines were reopened the subsequent conference failed to come to an agreement. The union refused the offer of the operators to raise the wage of the day workers to a total of twenty-seven per cent, a percentage equal to that awarded the piece workers, and held out for a flat advance of one dollar and a half a day. With the conference adjourning without an agreement on this proposed change the union officials contrary to the usual policy of the Mine Workers adopted the resolution, "that each district within the Central Competitive Field be authorized to meet with the coal operators' representatives within their respective districts for the purpose of arriving at a settlement of the inequalities apparent in the award of the Bituminous Coal Commission."6¹ According to President Lewis of the United Mine Workers the miners and operators of Indiana promptly agreed upon an increase of one dollar and a half per day to day labor; additional settlements on the same basis, with slight modifications, were quickly made in Illinois, Western Pennsylvania, Ohio and the outlying bituminous districts within the organization.

The Ala-
bama strike. Shortly after the award of the Coal Commission had been accepted in the organized coal fields, trouble was experienced in Alabama, a partly organized section. The International Executive Board upon the petition of the Alabama

6. Letter to writer from Mr. Green, dated March 23, 1922.
6¹/₂. Proceedings, Fifth Biennial Convention, United Mine Workers, September, 1921.
p. 69. Resolution adopted following adjournment of conference, August 18, 1920.

Mine Workers made a survey of conditions, and on September 1, 1920, authorized a strike to become effective September 7. The telegram transmitting the strike order gave the explanation of the cause:

"The Alabama coal operators have persistently refused to put into effect the provisions of the award of the President's Commission. This attitude is maintained despite the fact that the Honorable Commissioners, appointed by the President, specifically set forth in their report that the Alabama coal operators should meet with the representatives of the mine workers in joint conference in that state, to put into effect the award therein recommended to the end that industrial peace and tranquillity might prevail. This action has never been taken because of the arbitrary and unwarranted refusal of the coal operators to meet or treat in any manner with the representatives of the organized mine workers of Alabama."⁷

The Alabama operators regarded the recognition of the union as the dominant issue. Altho there was no accurate record as to the number of operators who adopted the Bituminous Coal Commission's award, it was stated in the subsequent report of the arbitrator that many of them did so either voluntarily without a definite contract with the miners as an organization, or with the consent of the union officials made an agreement known as the Ruby Contract which incorporated practically all of the provisions of the Government award except for a slightly lower wage scale.

Not only did the severity of the winter months make the strike one of unusual hardships, but the general depression in the South enabled the operators to secure a number of strike breakers who were able to fill the few orders on hand. After several months, urged by public sentiment and the growing tension of the situation both sides agreed to submit the controversy to arbitration by Governor Kilby of Alabama. The strike was terminated February 22, 1921. The Governor at a later date rendered his award, termed "unholy" by the miners, which in effect denied every contention of the Mine Workers.⁸ The recognition of the union was not to be compelled; the day wage scale and the sub-contract system were to remain unchanged; the existing methods of adjusting grievances,

7. Secondary reference, Proceedings of the 1921 Convention, United Mine Workers, p. 104.

8. The United Mine Workers' Journal, April 1, 1921.

(individual bargaining and company unions), were found to be fair and equitable; and finally that which prevented reorganization, the operators were under no obligation to reemploy the striking miners.

ummary.

The strike had many attributes of an aggressive move ill-timed with the industrial depression, for the award of the Bituminous Coal Commission was not mandatory upon this field, but recommended; neither was the recognition of the union made compulsory in the statement of the Fuel Administration of May 16, 1918, after the settlement of the Maryland and Upper Potomac controversy. The purpose of the strike as that for organization rather than the enforcement of the Award was later acknowledged in the Mine Workers' Journal.⁸ The result of the strike was a distinct blow to the union, for the decision, tho technically correct, so narrowly interpreted the situation that the chance for reorganization by the union was extremely limited.

Section 2.
The period
of the de-
pression.

As has been mentioned in the introduction to this chapter this section will consider the effects of the depression in 1921 thru two groups of action, first, the proposals of the operators in many of the fields which were rejected by the union, second, the changes put into effect by those operators who broke their agreements with the Mine Workers.

Supported in the organized coal fields by agreements which extended from April 1, 1920 to March 31, 1922, President Lewis of the United Mine Workers in December, 1920, stated the position which the union intended to take during this period:

"Under no circumstances will we permit any reduction in the wages of the mine workers of the country. There is not going to be any return to the pre-war wages... What the mine workers have today we are going to hold, and we

8. The Journal of October 1, 1920, stated in the heading of a leading article, "The Right of Organization and Collective Bargaining is at Stake in the Strike of the Alabama Coal Miners." And an editorial in the Journal for November 15, 1920 read: "Collective bargaining is the cardinal principle of the organized labor movement in America, and where this is refused labor is obliged to fight. Coal operators in Alabama... refuse to deal collectively with their employees.. Of course the United Mine Workers will not stand for this condition."

propose to continue to make progress instead of going backward."⁹ And again later in the spring: "The mine workers are now working under a scale of wages fixed by the United States Bituminous Coal Commission, created by the President, which functioned under Government authority. These wage schedules are written into an agreement between the miners and the operators which will not terminate until March 31, 1922. There can be no modification or abrogation of this agreement in any coal producing district without disturbing the integrity of the contract thruout the entire nation."¹⁰

By the middle of the summer of 1921 demands for wage reductions had been filed with the International Organization by the operators from districts in Pennsylvania, Washington, Iowa, Kansas, Colorado, West Virginia, Tennessee, Alabama, Texas and Missouri. In answer the policy of "no reduction" was reaffirmed with "due consideration of the responsibility which it entails and with full appreciation of the existing situation in the mining industry." It was held by the union's officials that the condition of the coal industry at that time was not due to the wage scales then in effect, and that, therefore, a reduction in the wages of the miners was not the solution.

The observation of the agreement's terms.

The operators in the Central Competitive Fields as a whole held to the terms of the agreement, altho there was an appreciable reduction in output in some of the districts due to the decrease in the demand and competition from the non-union fields where lower wage scales prevailed. Illinois and Indiana enjoyed a comparatively favorable market; Ohio was hard hit by the non-union coal of the West Virginia and Kentucky fields; Pittsburgh, altho suffering from southern non-union fields, maintained some tonnage in the consumer owned mines of steel companies, gas coal and a moderate output to meet the local consumption. It was from the fields lying on the fringe of the union stronghold that continued requests oame for a revision of the wage scales.

Requests for the readjustment of wages.

In June, 1921, the Central Coal Association and the Central Pennsylvania Coal Producers' Association filed a request with the Mine Workers to meet in a joint conference for the purpose of considering such a reduction in the mining

9. The United Mine Workers' Journal, December 1, 1920.

10. Announcement by President J. L. Lewis, May 5, 1921.

rates as would allow the Central Pennsylvania field to compete with the non-union fields of Westmoreland and Somerset.¹¹ This request and a subsequent one on July 28 were refused by Mr. Brophy, the president of District No. 2, upon the grounds that the agreement in the Central Competitive Fields was the basic one and would have to be changed first. Mr. J.S.Sommerville, the president of the Central Coal Association, regarded the refusal as "a refutation of the principle of collective bargaining and a total collapse of the whole system of contract relationship," and Mr. T.H.Watkins, the president of the Pennsylvania Coal and Coke Company, considered that the two parties had "come to the parting of the ways on collective bargaining as the district officers of the United Mine Workers interpret it," and went on to say, "I shall not ask for another conference, or at least I will not until conditions are materially changed."

In July, 1921, the operators of the Georges Creek district, Maryland, with only seventeen out of seventy mines producing coal asked to be relieved of the obligation of paying the union wages of the 1920 scale so that they might compete with the producers in the neighboring Somerset and Connellsville districts. A similar request came from the Fairmont fields of northern West Virginia, also a competitor with the non-union fields of Pennsylvania as well as the unorganized sections further South. President Keeney of District No. 17 replied that he would follow not lead the Central Competitive Field in their policy, and refused to allow a change. In the smokeless coal producing districts of southern West Virginia trouble was experienced by the union in holding their men in the New River mines because of lack of work at the union scale of wages as compared with the active non-union mines in the Winding Gulf, Tug River and Pocahontas

11. The rates for these fields were:	Central Penn.		Westmoreland.	Somerset.
	union	non-union	non-union	
pick mining, net ton	\$ 1.1431	\$ 0.9031	\$ 0.55	\$ 0.9031
machine loading, n.t.	0.7729	0.625	0.397	0.6479
skilled inside labor; hr.	0.9375	0.625	0.50	0.625
dumpers, weighmen; hr.	0.8875	0.49	0.35	0.5625

Reference, Coal Age, August 18, 1921, p. 269.

areas. But in none of these fields would the union allow a change, fearing that once the agreements were modified in one section, it would be impossible to prevent a general readjustment in all the coal districts.

The modification of the agreements.

Outside of the breaking of the agreement in a few individual cases the operators in three states, Washington, Colorado and Texas, modified the agreement with the union and when the miners struck ran open or non-union. In February, 1921, the Commercial Coal Operators of Washington, representing ninety per cent of the commercial coal mines and approximately one half of the total tonnage of the state, made a demand upon the union for a wage reduction, alleging their inability to operate and sell their product with any margin of profit under the prevailing wage scale. The district officials of the union refused, basing their stand upon the general policy to accept no wage reductions. Upon notification that the October, 1919, wage scale and contract rates would become effective March 15, 1921, the mines were struck and relief payments by the International Union averaging \$7,500 a week were appropriated to the 2,500 miners involved. To investigate the situation a commission was created by the State Department of Labor and Industry of two members from each side to the dispute with Mr. Allport, a mining engineer and president of the Central Coal Producers Association of Pennsylvania, the impartial member. After a careful investigation Mr. Allport, with the affirmation of the other members of the commission as to the facts, submitted a report to the Director of Labor and Industry of the State recommending a reduction in mining rates from \$8.25 to \$6.00 and other wages in proportion in order to permit a sufficient change in the selling prices to place the coal of Washington in competition with other producers. Altho the operators accepted the recommendation, the International Organization of the miners refused to consider the proposed change. On August 22 the operators decided to reopen their mines with non-union labor if necessary

at the wage scale recommended by Mr. Allport; by the end of the month it was stated that coal was being shipped from several of the mines and work was under way in most of the large producing fields.¹²

In August, 1921, the Colorado Fuel & Iron Company filed a notice with the Colorado Industrial State Commission of a wage reduction effective September 1 of approximately \$2.50 a day for miners or a return to the 1917-19 scale.¹³ At a hearing September 10 the reduction was set aside pending further investigation and the miners who had walked out for this period of ten days returned to work to await the final decision of the Commission. Before the end of the month the Victor-American Fuel Company, the largest producer in the state having a union contract, gave notice that if the Colorado Fuel & Iron Company met with success in their petition that they, the Victor-American, would make a similar reduction in wages. On November 5 the Commission gave a decision on the procedure of the Colorado Fuel & Iron Company and approved of the reduction in so much as it was made by mutual agreement, the employees having expressed their approval thru the Employees Representative Plan peculiar to that company. A strike of the union miners became effective November 17, 1921, at thirteen of the Company's mines where the new scale was introduced; about twelve hundred men were involved. About the same time in Texas, District No. 21, eight hundred miners were called out when the operators after requesting a reduction in the wage scale without success began to operate their mines at a reduced scale and declared their intention of running non-union if necessary.

Summary.

The condition of the union at the close of the year was given in a letter written by President Lewis to the Illinois miners, dated December 19, 1921. "In the Somerset field of Central Pennsylvania; in the Upper Potomac and Georges

12. Coal Age, August 31, 1921.

13. In the late spring of 1921, March, April and May, the Connellsville field of Pennsylvania received wage cuts totaling around thirty per cent; this reduction seriously affected the position of the Colorado Fuel & Iron Company in the steel trade.

Creek fields of Maryland; in the New River and Thacker fields of West Virginia; in the Pineville, Jellicoe, Hazard and Harlan fields of Kentucky and Tennessee; in the Warrior and Birmingham fields of Alabama; in the Thurber field of Texas, in Colorado, New Mexico, Utah and Washington out people for many months have been without employment, enduring either permanent shutdowns, hostile lockouts or strikes."¹⁴

In spite of the depression the country's soft coal output fell but twenty per cent below that of the prosperous year 1920.¹⁵ Illinois and Indiana reached seventy-five per cent of their production of 1920 aided by railroad and domestic demand, but Ohio and western Pennsylvania suffered severely from non-union competition; this undoubtedly explained the lack of unanimity in the action of the four states of the Central Competitive Field during the year 1921.

The statement by President Lewis of the United Mine Workers at the beginning of the depression that there would be no reduction in the wages of the coal miners rested initially upon the two year contract which carried the union thru to April of 1922. Adherence to the terms of the agreement, which was based upon the award of the Bituminous Coal Commission, had several advantages. The wage scale if successfully maintained would serve as a bargaining basis for the new agreement in 1922; and the policy of "no reduction" would act not only as a stimulant for the whole organization, but also as a standard for district action upon any proposal of the operators for changes in the agreements. Furthermore, the contrast between the union wage scale and the rate of pay in the non-union fields would emphasize the advantages of organization.

The reaction of the operators to the depression was similar; wage decreases were sought in order to lower production costs and to enable the operators of union mines to market their coal in competition against non-union production.

14. Secondary reference, the United Mine Workers' Journal, January 1, 1922, p.10.
 15. Coal Age, January 19, 1922, pp. 77-79; gives a summary of the coal production of 1921

The reaction to the "no reduction" policy, however, was dissimilar; in those districts in which the union's hold was least strong and which were separated from the center of the union's activity, the agreements were broken and the mines reopened at a lower wage scale, running non-union if necessary.

Section 3. The 1920 agreement of the United Mine Workers with the operators in the ~~The strike of~~ Central Competitive Field, ~~and consequently in the other districts,~~ contained April, 1922. the provision, "that an interstate joint conference be held prior to April 1, 1922, the time and place of holding such meeting is referred to a committee of two operators and two miners from each state herein represented, together with the international officers of the United Mine Workers' organization." On December 16, President Lewis of the Mine Workers in accord with the above provision issued a call for a joint meeting to be held in Pittsburg January 6, 1921. The coal operators of Illinois and Indiana accepted the invitation, western Pennsylvania and the two largest districts in Ohio unqualifiedly refused. The reply of the Pittsburg Coal Producers' Association read, "... we desire to say that we see nothing beneficial to the public or the coal industry in a meeting such as indicated in your meeting"; the Pittsburg Vein operators felt that "nothing could be accomplished by a meeting and therefore declined"; and the Southern Ohio operators wrote that "the plan of scale-making or wage fixing employed in the past has seriously contributed to the existing state of extreme poverty and business depression thruout the entire mining districts of Southern Ohio, and the operators of Southern Ohio feel that it is incumbent upon them to notify you now that they cannot meet with you as heretofore. In due time they (the operators) will propose a new scale for their employees which will not include the check-off, and which will eliminate the inequalities placed upon this district."¹⁶ Failing to secure a unanimous consent the call for the joint conference was cancelled January 4, 1922.

16. The Journal, January 15, 1922, pp. 3-4.

During the depression the operators sought relief only thru wage reductions even in those fields in which the agreements with the union were broken and the operators put into effect their own terms. But now in December of 1921 and during the first months of 1922 with the agreements terminating April 1, 1922, and with a disruption in the four-state group, there were demands by the operators for four radical changes, namely, the abolition of the check-off, the use of arbitration for the establishment of the agreements, the discard of the Central Competitive Field in favor of district settlements as the basis for the new agreements, and a reduction in wages which would bring the wage scale back to the pre-war level.

The position of the operators, at least many of them, on the check-off was stated as follows in a letter from the Pittsburgh Coal Producers' Association.

"Its legality has been seriously questioned in judicial proceedings, and we believe, regardless of legality, that the economic results of the institution are so unquestionably vicious and un-American that it must be eliminated. The check-off practice in the coal industry means more than the mere collection by the operators for the union of initiation fees, dues and assessments of the members; it means that no miner can work in a union district and pursue his vocation of coal mining unless he joins the United Mine Workers of America and agrees to subject himself to their arbitrary dictation, not only as to wages and working conditions, but as to all their strike orders and commands in all matters pertaining to the affairs of the union as administered."¹⁷

The miners in reply supported the check-off as "a great stabilizer for the mining industry, (besides) providing a system of discipline which is necessary to any organization." As to its legality President Lewis said, "The United States Circuit Court of Appeals decided only recently in Chicago that the check-off was legal, and that it could not be abolished by injunction. And the miners will fight to the last ditch for the maintenance of the check-off. Coal companies would like to abolish it because they think to do so would kill or seriously cripple the union. They may as well know now that they cannot carry out any such plans."¹⁸

17. Reply of the Association to President Harding's Arbitration plan in a letter dated July 17, 1922; 2d. reference, Coal Age, July 20, 1922, p. 101.
18. The New York World, March 5, 1922.

In regard to district settlements those operators especially who had been forced to wait upon the Central Competitive Field agreement before negotiating their own expressed themselves in favor of such a change. This sentiment not only grew during the war but was increased by the support of those operators in the Central Fields who were willing to meet the Mine Workers before April 1, 1922, according to the terms of the 1920-22 agreement. The operators held that the union had accepted the district settlement basis in former years when it was to their advantage, mentioning the district agreements on the wage increase to day men following the signature of the 1920-22 agreement.¹⁹ Now that there was not unanimity on the matter of the four-state joint conference, it was felt that the union should again accede in order to avoid a stoppage in coal production. The union, however, fearing the possibility that one district might be played off against another, and following the instructions of the convention, held to the principle of the basic agreement being formed under the four-state plan as previously used.

The proposal for the arbitration of the disputed questions involved in the new agreement was pressed with great vigor by the operators from Illinois and Indiana. The position of the union on this subject was stated in an editorial in their Journal.

"The miners' union will not accept the principle of arbitration. Union miners still possess their one powerful weapon of defense- the strike. It is the weapon with which they fight oppressive methods on the part of their employers. If arbitration were adopted as a principle in the coal mining industry, the miner would lose his last means of defense... They have had their bitter experience with it and want no more of it. Arbitration as a means of settlement of a labor controversy robs the workers of their right to bargain for the sale of their own services. It takes from them the means of protection against oppressive conditions." ²⁰

On the matter of a wage reduction such as was proposed by the operators, President Lewis took the position that because of the part time nature of the

19. Above, p. 73.

20. The Journal, September 1, 1922, p. 6.

industry the miners were not earning more than was necessary to keep them in health and economic security; the industry was underpaid before the war, and it was impossible to think of returning to a pre-war basis.

The Fifth Biennial Convention of the United Mine Workers held September, 20, 1921, was reconvened February 14, 1922, to act upon the report of the scale committee.²¹ The recommendations were adopted that "the present (1920-22) basic wage schedules be maintained", and favored "a suspension of work on April 1, 1921, if no agreement has been reached, such action being subject to a referendum vote of the membership." It was also decided that the agreement for the Central Competitive Field should be formed before the outlying districts should be authorized to negotiate one.

Of equal significance, however, was the evidence of internal disruption caused by the groups of Kansas and Illinois miners under the leadership of Mr. Alexander Howat, the deposed president of District 14, Kansas, and the president of District No. 12, Illinois, Mr. Farrington. Altho of interest, not more can be mentioned than from 1918 these two men had lead a revolt against the international officers, and especially in the 1919 and 1921 conventions had seriously embarassed the administration by forcing a vote on several questions on which the national officers had won by a narrow margin. Two moves of a like nature were made in this reconvened session. An editorial in the Journal gave a summary of the action of these two groups. "The wrecking crew, (Howat and Farrington groups), forced the convention to adopt a declaration in favor of the six-hour day and the five-day week at a time when such a demand is likely to make serious trouble for the union and perhaps render it impossible to secure a new agreement."²² The second expression of their power came in a roll call on an appeal from a ruling by President Lewis that Mr. Howat could not be recognized as an authorized delegate to the convention in as much as he had been

21. Proceedings of the Reconvened Convention, February 14, 1922, pp. 7-14.

22. The Journal, March 1, 1922, p. 7.

deposed from the presidency of his district and expelled from the union. The convention sustained the ruling of the Chair by a majority of 119 votes out of a total of 4,028 cast.²³ The western districts together with Illinois and Central Pennsylvania gave a majority of their votes to the insurgents.

In accord with the suggestion of the policy committee of the convention President Lewis renewed the invitation to the operators for a joint conference to meet March 2, 1922. The attitude of the operators in the four states as expressed upon the initial invitation was reaffirmed, the Indiana operators adding that such a meeting would seem to be futile and that they would not seriously consider the demands of the miners as adopted at the recent convention, nor meet in a joint conference for that purpose. A similar response met the invitation of Secretary of Labor Davis, who in an endeavor to avoid a nation wide coal strike proposed a joint conference under the auspices of the Government. The Pittsburg operators in their reply expressed their objection to a continuation of the Central Competitive Field as the basing point for all the bituminous coal fields, asserting that "the aim of the miners is to force a non-competitive coal market so that wages may be maintained at an unusually high level."

There had been some question on the part of the operators as to the legality of a joint conference because of the prosecution instituted by the Government against a group of operators and miners in the Central Fields under the Sherman Anti-trust Act. The doubt was definitely expressed in the refusal of the Pittsburg and Southern Ohio operators to meet in a joint conference at the suggestion of Chairman Nolan of the Labor Committee of the House; however, in a letter to Representative Bland, Attorney-General Daugherty promised immunity to both sides.

23. It might be mentioned that the Illinois district under Farrington in a six months' period ending April, 1922, sent \$320,000 of provisions to the Kansas miners under Howat who were in revolt against the decision of the International Officers' decision revoking the charter of the Kansas district, No. 14.

It being apparent that the plans for the joint conference in the Central Competitive Fields could not be carried out, the official strike call was given out March 20 to become effective at midnight, March 31, 1922. All the workers were to be withdrawn except those necessary to insure the proper care of the mines. At the same time the previous announcements of wage reductions and the changes in working conditions to become effective April 1 were reaffirmed by the operators in most of the union coal fields.

By the end of the month of April the completeness of the strike had become apparent, and expressions of anxiety concerning the coal supply for the coming winter in the Northwest and the New England States induced the Government, as on previous occasions to intervene. President Harding the last week in June called a conference for July 1 at Washington of the miners' officials and those operators who were usually parties to the agreement of the Central Competitive Field. No settlement was reached at this conference, nor was unanimous consent given at the reconvened conference of July 10 to the plan of arbitration submitted by the President.²⁴ The policy committee of the miners called together July 15 reported that they felt "compelled to withhold their acceptance of the arbitration proposal submitted", for while they approved of a commission for investigation, they felt that the actual establishment of the wage scale could best be left to the parties directly concerned; furthermore, as only about fifty per cent of the strike fields according to tonnage were represented by the operators at the President's conference, the miners could not abandon the 200,000 of their members to operators who were not under the pressure of the Government.²⁵

24. The proposal provided for an immediate resumption of mining at the scale of wages effective on March 31, 1922. This scale was to remain in force until a commission composed of three operators, three miners and five members appointed by the President could investigate conditions and determine a temporary basic scale to run to March 1, 1923. In case no decision could be made by August 10, 1922, the commission should have the power to direct the continuation of work on the 1922 scale until the superceding scale was made. Reference, The Journal, United Mine Workers, July 7, 1922.

25. Coal Age, July 20, 1922, pp. 103-104.

Altho ninety per cent of the operators who had collective bargaining agreements with the union in 1921 accepted the plan of arbitration as submitted by President Harding, three associations²⁶ withheld their approval because of the large proportion of non-union mines which would not be affected by the agreement, the practice of the check-off which would be continued, and the continuation of the wage scale which would give encouragement for the use of the strike by the miners on similar occasions.²⁷

The refusal of the mine workers to accept the plan of arbitration was followed on July 18 by President Harding's announcement of the outcome of the conferences and his invitation to the operators to return home and to resume mining operations; he also sent a telegram to the governors of the coal producing states concerned asking them to extend the invitation to both parties to return to work "accompanied by such assurances of maintained order and the protection of lawful effort as will give assurance to everybody concerned." On July 20 the Pittsburg operators posted a notice of a reduction in wages equivalent to a return to the 1917 scale which would be in effect until the first of January, 1923.

Following the failure of Government intervention it was reported that President Lewis of the Mine Workers had induced the operators of the Central Competitive Field to meet in a joint conference at Cleveland on August 7, 1922. Indiana and Illinois denied this assertion and renewed their statement that they would refuse to participate, tho when the conference did convene there were a few operators from both of these states as well as a partial representation from Ohio and Western Pennsylvania; the total tonnage was about twenty per cent of the usual Central Competitive Field.²⁸ The sub-scale committee

26. The Pittsburg Coal Producers' Association, the Central Coal Association of Pennsylvania and the Indiana operators.

27. Coal Age, July 20, 1922, pp. 100-103.

28. The 40,000,000 tons of annual production from the C.C.F. was divided as follows: Ohio, 27 million; Pittsburg and Freeport, 9,500,000; Illinois, 1,500,000; Indiana, 2 million; reference, Coal Age, August 17, 1922, p. 258.

of the conference first struck a snag when the miners refused to accept the demand of the operators for the arbitration of all disputes; dissention on this issue resulted in several groups of the operators leaving the conference. With this reduction in representation it was then agreed to admit a large tonnage outside of the Central Competitive Field; this included representatives from central Pennsylvania, northern West Virginia, Maryland, Michigan and operators from a few other states, a total of about sixty million tons. A sub-committee was again elected and after several days of conference gave their report which was accepted by the conferees August 15, 1922. The report provided for the renewal of the terms of the agreement of March 31, 1922, and their extension to March 31, 1923; there was also to be a meeting of the signatory parties on October 2, at which time a commission of an equal number of members from both sides would be selected to "formulate a method to be followed by the bituminous coal industry in the negotiation of wage scale agreements to become effective April 1, 1923, and the method so formulated shall be reported to the joint conference to be held January 3, 1923." In addition there was provision for another committee for inquiry into all the pertinent facts in regard to the industry which was to be appointed by the conference of October 2; and as mentioned the new scale which would become effective April 1, 1923, was to be arranged at the joint conference of January 3, 1923.²⁹ The miners as a result of the agreement failed to retain the Central Competitive Field as the basis for determining the wage scale, but they succeeded in holding the former scale of wages, the check-off, the working conditions and the use of joint agreements instead of arbitration.

The Illinois operators who did not attend the conference urged the use of arbitration for their district; this being denied by President Lewis of the National Organization, they made the same offer to District President Farrington,

29. For the terms of the agreement refer to Coal Age, August 17, 1922, p. 259.

but by that time the insurgents in Illinois had decided to await the action of the National Union. Illinois signed the Cleveland agreement without the arbitration provision by August 20, and four days later the operators of Indiana made their settlement with the Mine Workers. Various fields of the bituminous industry signed gradually by groups or individually until at the time of the conference of October 2, fifteen mining districts or about two hundred and seventy-five million tons were represented.

On October 4, 1922, the policy committee of the Mine Workers reaffirmed for 1923 the demands of March, 1922, which included the maintenance of the 1922-23 wage scale, a six-hour day and five-day week, and a correction of machine differentials. With the consent of both parties to the Cleveland agreement, President Harding on October 10 appointed the members of the United States Coal Commission which was created by the Winslow-Borah bill. The Commission, composed of John Hays Hammond, chairman, Thomas R. Marshall, Samuel Alschuler, Clark Howell, George O. Smith, Dr. Edward T. Devine and Charles P. Neill, was instructed to make an exhaustive study of the coal industry and make their report by January 1, 1923.

Summary.

The effectiveness of the strike may be quite accurately gained from the reports of the United States Geological Survey upon the percentage of full time operation of the union bituminous coal mines, which is given in tabular form on the next page, 90. It will be noticed that there was a complete shut-down of the mines in the Central Competitive Field, the stronghold of the union. Probably the outstanding work of the union was the invasion of the Connellsville region which up to the time of the strike had been a tight non-union field. As was observed, altho the mines which were closed in that section were more than offset by the ones which opened in

northern West Virginia, the strategic value to the union nevertheless remained an important one. The union practically lost District No. 29, the New River field of West Virginia.

The following table of the full time operation by percentages of the union bituminous coal mines was assembled from the reports of the Survey as printed in the weekly numbers of the Coal Age for the period covered.

Coal Districts.	Jan.1- April 1		For the weeks ending					Sept.
	incl., April		May	July	July	August		
	/ 1922.	/ 29.	/ 27.	/ 1.	/ 29.	/ 19	/ 2.	
	a.						b.	
Oklahoma	59.6	15.0	12.0	16.4	11.9	16.0	42.6	
Iowa	78.4	0.0	0.0	0.0	0.0	0.0	97.1	
* Ohio, eastern.	46.6	0.0	0.0	0.0	0.0	0.0	47.7	
Missouri	66.8	0.0	2.0	4.1	5.0	7.0	53.8	
* Illinois	54.5	0.0	0.0	0.0	0.0	0.0	62.8	
Kansas	54.9	12.0	14.0	24.3	21.8	14.7	84.5	
* Indiana	53.8	0.0	0.0	0.0	0.0	0.0	no report	
* Pittsburg, rail.	39.8	0.0	0.0	0.0	0.0	0.0	no report	
Central Penn.	50.2	11.9	11.1	11.6	11.8	14.4	72.7	
Fairmont	44.0	3.8	5.5	n.r.	4.1	10.9	41.8	
c Kentucky, western	37.7	59.3	76.1	70.5	52.9	51.9	45.7	
* Pittsburg, rail and river	31.9	0.0	0.0	0.0	0.0	0.0	no report	
Kanawha	13.0	2.1	6.1	10.0	6.1	8.7	19.5	
* Ohio, southern	24.3	0.0	0.0	0.0	0.0	0.0	49.4	

a. The strike began April 1, 1922.

b. The strike ended August 19, 1922; September 2 was nearest to a complete report for the districts listed.

c. Western Kentucky worked under a no-strike agreement.

* Members of the Central Competitive Field.

A review of the causes leading to the strike, the action of the union and the results has emphasized the change in the nature of the employers demands during the last part of the depression as contrasted with those of the year 1921. During the first part of the depression and up to the late fall of 1921 wage decreases had alone been requested or put into effect where the agreements were broken, but with the continuation of the depression the

attack of the employers shifted from wages to those gains considered vital to the life of the union. This contrast was accentuated by the agreement which prevented changes in the terms during the eighteen months of the depression, thus forcing the demands of the operators to accumulate.

The effect of the coal strike as a unifying influence upon the internal organization must also be mentioned. Seldom had an international union been handicapped to such a serious extent as the United Mine Workers during the war and after it. The administration had sustained its decisions in the regular and special conventions by narrow margins. To adhere to the "no reduction" policy which was practically certain to lead to a strike, would seem, therefore, to have been a diplomatic move by which the administration placed its whole fortune upon the unifying effect of a successful strike; a defeat would have been little less disastrous than a continuation of the internal dissention of the spring of 1922. Furthermore, the influence upon the non-union miners of a continued high wage rate in the union fields was undoubtedly well understood. As the Trainmen had avoided public censure by a technical observance of the Transportation Act in their strike ballot of 1921 and yet had achieved their real purpose in defeating proposed changes of a fundamental nature, so with the Mine Workers. For public consumption the strike of 1922 was a protest against the breaking of the agreement by certain of the operators; altho this was indeed involved, the strike was in reality against the attempt of the operators to abolish the check-off, et cetera- rights which the public would hardly appreciate as fully as the miners.

Part III

CONCLUSIONS.

CONCLUSIONS.

Section 1.

Two groups
of trade
unions'
gains.

The advantages secured by a union may be divided into two groups, first, those gains regarded as fundamental to the growth and life of the organization, second, the supplementary gains which are valued but are not considered vital. Those of the first group represent the long time conscious endeavor of the union and include such measures as a short working week, improved shop conditions, limitation on production, regularization of the employer's right of discharge, a minimum wage above the subsistence level, et cetera. It is natural that the high valuation of these gains should involve the most determined resistance by the union when necessary in their defense.

The supplementary gains usually include an increase in wages above an increasing minimum and minor changes in working conditions. Advantages of this nature are more dependent upon the economic fluctuations and the condition of the industry; gains are made in a period of prosperity, losses are accepted in a period of depression. A recognition of these two groups of gains is expressed in the following quotation in reference to the Amalgamated Clothing Workers.

"A clear understanding of the true character and mission of a labor union has lead the membership to adopt the following policy: No compromise, come what may, on rights and vital standards; the best understanding possible in the circumstances, without a test of strength on other matters.... Organization and rights were saved for the workers in full (in the New York lockout of 1920-21); wages were saved to the extent that the cut was much less than it would have been without an organization."¹

And again in connection with the drive in 1918 for the forty-four hour working week:

"As regards arbitration of the Organization's demands- the forty-four hour working week and a twenty per cent wage increase- the membership took a position in this case (New York) identical with the position taken two years earlier, when the forty-eight hour week was being fought for: no modification in the demand for shorter hours, and freedom of action for the officers, to do the best they can in the demand for higher wages. That was the second great

1. The Advance, editorial, March 24, 1922, p. 4.

occasion for our members to demonstrate the fact that their major interest is in the high social principles and that these control their actions. Better wages are of tremendous importance to the workers whose sole income is wages, but in every case where better wages were demanded along with higher social standards, the membership was resolute on the latter and ready for modification and compromise, if necessary, on the former."²

The result of the study of the unions in this investigation has brought out the distinct tendency of the employers to change their demands from those for wage reductions at the beginning of the depression toward modifications in working conditions adverse to the union as the depression continued. There has been some difficulty in ascribing a reason to the actions thus observed. The employers may have realized from previous experience that because of the greater value placed by a union upon working conditions its defense of these gains will be more earnest; they sought, therefore, relief from the economic pressure thru changes in a secondary measure such as the extra wage of the inflation until further reversals forced them to demand more concessions. On the other hand a wage reduction may have been first demanded because the saving in money by this means was more apparent than a lengthening of hours, or an increase in production. However, from whatever motive the attack was made, eventually working conditions were reached if the depression continued long enough. In the majority of cases of joint conferences the predominant force back of the employers demands was economic pressure; occasionally the severity of the requests and the attitude of the employers had a pronounced shade of intentional antagonism.

The effect of using agreements. There was not a gradual change in the substance of the employers' demands from wage reductions to losses in working conditions, for the use of agreements of a stated duration tended to make the demands accumulate. In the trades worked by organized labor industrial stability demands agreements between the employers and the employees of a stated duration. The length of an agreement

2. Report of the General Executive Board to the Fourth Biennial Convention of the Amalgamated Clothing Workers, May 1920, pp. 24-25.

must allow the manufacturer to produce and sell at known costs, and yet be of sufficient flexibility to protect the employers and the employees from heavy pressure due to sudden economic changes. It thus being impracticable to make changes in the agreements week by week or monthly, the demands of the parties to the joint conferences represented the accumulation of those changes desired thruout the preceding period.

Relative
valuation
of gains.

Altho some of the joint conferences of the six unions occurred about the same time in the depression, the demands of the employers were not necessarily similar. The reason for this lay in the nature of the gains of the unions up to the time of the conference; the distinct tendency has been for the valuation by the union of its gains to be relative, not absolute. That is, while one union used its full resources for the protection of the shorter working week, another union stood equally firm for the observance by the employers of rules relating to shop conditions.

There was, however, a common feeling among practically all of the unions that some improvement was due the workers from general social progress. It was this feeling which prompted the unions to halt all changes at a margin above the level prevailing before the period of the inflation, and to maintain intact gains in working conditions and advances in the minimum wage. This feeling was expressed by J.L.Lewis, President of the Mine Workers, before the Bituminous Coal Commission of 1920, when he said, "The miners are not asking for increases in wages merely because of the advance in the cost of living, far from it. The mine workers hold that they are privileged to try to promote their material welfare and elevate their social position."

The "open
shop" drive.

Pratically coincident with the end of the period of prosperity in June, 1920, there was initiated by employers individually and collectively what became known as the "open shop" movement. It was a drive, nationwide, to

to restore individual contracts in the relations between the employers and the employees, and thus to break the jurisdiction of the unions over the workers in the organized trades of the country. The first indication of importance was the series of twelve resolutions of the Chamber of Commerce of the United States recommended by that body at its meeting June 8, 1920, and submitted to the membership for a referendum vote. Two of the resolutions relating to the matter of an "open shop" policy follow:

"The right of open shop operation, that is, the right of employer and employe to enter into and determine the conditions of employment relations with each other, is an essential part of the individual right of contract possessed by each of the parties."

"All men possess the equal right to associate voluntarily....(but such an association) confers no authority over, and must not deny any right of, those who do not desire to act or deal with them."³

An unprecedented vote was polled, both resolutions being passed by a great majority, the first one by a vote of 1,675 to 2, and the second, 1,677 to 4. In reply to the expressed feeling that the Chamber was directly behind the movement it was asserted at a later date, "that the Chamber has no relation to any such effort."

That part of the labor movement as represented by the American Federation of Labor undertook early in 1921 a publicity campaign to strengthen the position of the unions, and to make understood "the facts about the labor organizations, their efforts and their purposes." Direct opposition to the open shop movement was, however, left to the individual unions involved. Of the unions in this study the only prominent influence of the open shop drive was seen in the New York lockout of 1920-21, which was regarded by the Amalgamated Clothing Workers as "the opening shot of a nationwide program." "In that general attack the Amalgamated was marked for destruction. Our defeat would have endangered workers in other industries no less than our own members. We sustained an unceasing attack of twenty-six weeks and won against seemingly overwhelming odds."⁴

3. The New York Times, June 9, 1920, p. 20.

4. Documentary History of the Amalgamated Clothing Workers, 1920-22, p. 6.

Possibly the influence of the open shop movement was behind the action of the coal operators in Washington, Colorado and Texas, who broke their agreements with the union in 1921 and ran their mines open or non-union, the other motives seemed to be more prominent. The intention of the coal operators in their 1922 demands and the Sanitary Potters' Association in the pottery trade in the same year was avowedly to end their relationship with the unions, or, if necessary, to break them; but the irritant in these cases seemed to be the delayed relief caused by the two year contracts which spanned the depression, rather than the inspiration of the open shop drive which was rapidly exhausting itself by that time.

A brief
review of
the six
unions.

Purpose.

For the purpose of supporting the statements so far made in the Conclusion in regard to the difference in the valuation by the unions of their gains and their corresponding resistance there follows a brief resume of the six trade unions studied. There will be brought out the effects of the depression, the nature of the concessions made by both sides and the general principles of the negotiations in the joint conferences. It has seemed advisable for the convenience of diction to indicate the two broad divisions of union gains by wages for those gains of a secondary nature, and working conditions for those gains regarded as fundamental to the life of the organization. As has been mentioned, the admission by the unions of the depression and the recovery came about six to eight months after economic indications of the same movement; the period of the depression will, therefore, be placed from December 1, 1920 to the end of March, 1922. As might be expected the employers first stressed the depression, both because their business and financial connections were more sensitive to the economic changes, and because in a depression the employers are naturally the aggressors; for the latter reason the unions first acclaimed the recovery.

Section 2.
The read-
justment
of the
agree-
ments in
the first
part of
the de-
pression.

The first three unions to be reviewed will be the Amalgamated Clothing Workers, the Iron Molders and the Railroad Trainmen. In so much as these organizations had readjustments of their agreements early in the depression, their interchange of proposals with their employers dealt either exclusively with wage reductions, or if changes in working conditions were mentioned their consideration was secondary. With each of the unions a wage reduction was accepted, under protest, but with no mention of a strike or a show of determined resistance.

The Amal-
gamated
Clothing
Workers.

The initial effect of the depression was shown in the New York State report on unemployment in the men's clothing industry-(which is)considered typical of all clothing markets- which registered a sharp decline beginning May and June of 1920, and continued unchecked until December of that year. The seasonal variations lessened the unemployment beginning with January, 1921, but no improvement of a marked degree came before the manufacturing season for the fall orders of 1922. The positive influence of the depression on the trade was expressed as early as August and September, 1920, when wage increases to the clothing workers in Chicago and Baltimore were denied by the impartial chairman upon the grounds that the condition of the industry did not justify changes at that time.

Altho the manufacturers in New York made demands upon the union in October, 1920, the nature of those demands was identical with those of the Chicago, Rochester and Baltimore markets in 1922, and will be considered in a subsequent section. The first demands from the large unit manufacturers of Chicago, Rochester and similar markets were presented under the reopenable clause of the agreements to the Clothing Workers in January and February, 1921. With one or two minor exceptions the only question involved was a reduction in wages. Except in Rochester, where the wage scale had been comparatively low, the

decisions of the impartial chairman recognized the industrial depression and awarded in April a wage reduction of ten per cent to the Chicago manufacturers, and in May a reduction of five to ten per cent to the Baltimore market. Altho the clothing workers accepted the wage reductions under protest and "only thru a spirit of loyalty to their officers", the officers saw that a reduction was unavoidable and allowed their general policy to be guided by competitive and economic considerations.

The first principle justifying the award was the trend in the cost of living. At the time of the hearings the index number of the cost of living- National Industrial Conference Board- had declined fifteen per cent from the peak in July, 1920. There was recognized, however, the necessity of maintaining a certain standard. Professor Leiserson in declining to reduce the wage scale in Rochester said, "Wages cannot be appreciably cut without denying to many of the workers proper standards of living." Another influence was the level of wages in competitive markets. As the demand for clothing is considered semi-elastic, the argument that lower wages would stimulate production was secondary in the briefs of the manufacturers. The reply of the union was that the proposed wage reduction would result in a very slight change in production costs, and therefore would have little effect on the selling price of clothing. There was no mention of the reverse of the above argument, namely, that with a reduction in production the means of paying the employees was decreased, and they would, therefore, have to accept lower wages or suffer unemployment.

The Iron Molders.

The depression first became apparent in the molding trade in October, 1920. The number of out-of-work stamps issued in the last quarter of 1920 exceeded the issue of the third quarter, but a more pronounced change occurred at the end of March, 1921, when the unemployed in the Molders' Union was four times as great as the number on December 31, 1920. This change during the first

three months of 1921 was reflected in the proposals of the joint conference. By mutual consent the conferees at the December, 1920, conference had adjourned to April, 1921, because the uncertainty of the industrial conditions made it difficult to draw up an agreement. By April the foundrymen definitely proposed a wage reduction and a change in working conditions.

It has been mentioned that two significant gains had been made by the Molders in the period immediately prior to the depression, namely, the eight hour working day and the shifting to the employers of the responsibility for the wetting and cutting of sand, the dumping out and trimming of castings. These changes became effective January 1, 1920, when industrial conditions were at their best; within eight months the depression had become recognized in all trades. It thus happened that the expense which usually accompanies the initiation of a new method or shifting of work was emphasized by the depression, increasingly so by the postponement of the conference from December, 1920, to April, 1921. The pressure by the employers upon the union, however, failed to return the responsibility for the sand cutting, for the union preferred to compensate the employers for the additional expense which the change in system had placed on the molding price. This was expressed by the fifteen per cent reduction on piece work as compared with the five per cent reduction for day men. This difference in wage reductions lent support to the belief that the foundrymen's demands would have been confined to wage reductions alone, if the change in the responsibility for sand cutting, et cetera, had not been so recently instituted, and if it had not functioned so poorly thru the absence of cooperation by the molders.

Because of the semi-elastic nature of demand in the molding trade there was a minor emphasis upon the value of a reduction in wages as a stimulant to buying. From the point of view of the union the condition in similar industries

was important. "In view of the developments affecting wages which have occurred generally thruout the metal industry since the first of the year, and the existing condition affecting industry, it was impossible for the International Molders' Union of North America to do other than to grant the fifteen per cent reduction in order that the Conference Agreements might continue."⁵ The use of the criteria of living costs as a basis for determining the wage reduction did not seem to enter strongly into the considerations, for altho by February, 1921, the index number of the cost of living had dropped fifteen per cent from the peak of 1920, the day workers received a reduction in wages of only five per cent. This again substantiates the statement that it was the direct money valuation placed by the foundrymen upon the change in the system of sand cutting that accounted for the additional ten per cent reduction of the piece workers.

The Rail-
road Train-
men.

The essential nature of transportation lessened the effect of the depression upon the railroad unions. Altho in the last two months of 1920 the carriers had begun individually to seek relief from the depression thru minor changes in rates of pay, formal application for wage reductions was not filed with the Labor Board before March, 1921. The resulting decision, Number 147, which became effective July 1, 1921, was, thus, based upon proposals submitted early in the depression and concerned itself only with wage reductions of approximately twelve per cent. The union retained ten per cent of the increase received under the 1920 decision, and remained in a favorable in regard to living costs which had decreased twenty per cent by July, 1921. There was little doubt as to the acceptance by the union of the wage decrease, for as it was of moderate size it was certain that public opinion would support the decision of the Board, and the unions from the Erie Railroad case had learned that public opinion was at times effective. The influence of the rumor that further demands including changes in working conditions were to be made by the carriers was problematic.

5. International Molders' Journal, Official Letter, May, 1921, p. 289.

The principle behind the reduction was stated in the decision. "The Board believes that based on these elements shown, namely, the decreased cost of living and the general decrease in the rate of wages in the other industries, that the decreases herein fixed are justified and required."⁶ It was necessary that the basis of the reduction be that stated above, for the industry was one of comparative inelasticity of demand. Also the union controlled the entrance to the trade and had a required period of training. Because of this there was a less chance of non-union competition, and the specialized skill and good pay reduced the probability of losing men to other industries.

Summary.

A review of these three unions brings out two tendencies. First, there was a period of six to eight months after the beginning of the depression, in June, 1920, before there was a readjustment of the agreements between the unions and the respective employers. Second, the demands of the employers were confined almost exclusively to reductions in wages, and the percentage of the wage reduction lagged behind the decrease in the cost of living. Additional influences depended upon the nature of the trade concerned.

The effect of the wage reductions was hardly perceptible. With the Trainmen the increase in the revenue freight car loadings came before the decrease of July 1, 1921. In the clothing trade unemployment had decreased before the wage reductions had become effective, and no special changes were noticed outside of the seasonal fluctuations until 1922. There was no benefit to the iron molding trade apparent; in fact the maximum number of out-of-work stamps were issued in the same quarter in the first month of which the wage reductions took place; not until the last quarter of 1921 was there a noticeable improvement.

6. Decision No. 147, United States Labor Board; rendered June 1, 1921, effective July 1, 1921.

Section 3.

The readjustment of agreements in the latter part of the depression.

The proposals just discussed were submitted in the first part of the depression, from about December, 1920, to April, 1921. From this time on the depression became increasingly severe. It has been mentioned that as the depression continued there was a tendency for the attacks of the employers to shift from wage reductions to changes in working conditions adverse to the unions. This tendency was brought out in a marked fashion in the conferences or their equivalent from July, 1921, on to the end of the first quarter of 1922.

The Railroad Trainmen.

The wage reduction in the award of the Labor Board, Decision No. 147, July 1, 1921, was based on the petitions of the carriers submitted in the first quarter of 1921. Soon after the decision had become effective the Trainmen received definite notice that the carriers had filed petitions with the Labor Board for further wage reductions which would bring the wage scale back to the 1918 level. But more serious were the additional requests for the abolition of time and one-half for overtime and for radical revisions of the schedules. The rejection of these proposals of the carriers by the Trainmen thru the vote for a general strike followed. The technical compliance with the provisions of the Transportation Act has been mentioned, but as to the real purpose of the proposed strike there could be little question.

The cause of the union's resistance lay in the nature of the proposed changes. The changes constituted an attempt to take away from the union those advantages which had been gained gradually, and which were regarded as basic. In addition a further wage reduction would have denied any improvement during the preceding three year period. On both scores the union was ready to offer the most determined opposition. The assurance of Mr. Cuyler as the representative of the railroads, and the Memorandum of the Labor Board that no changes would be made in the agreements in the near future gave the Trainmen a victory and made a continuation of the strike authorization unnecessary.

The American Flint Glass Workers.

The number of unemployed in the Flint Glass Workers' Union as shown by their membership statistics was seven times as great for the three months ending February, 1921, as for the preceding quarter; the depression thus took effect about the last of December, 1920. With the exception of the lamp working department, there had been no change in the agreements between the departments of the union and the manufacturers during the depression until the regular conferences in July and August, 1921. As a result the demands of the employers had accumulated, and when presented to the union not only contained requests for wage reductions of twenty to twenty-five per cent, but also in many departments an increase in the production standards and a lengthening of the working day.

The wage reductions accepted by the different departments of the union had a range from ten to fifteen per cent, with a slightly higher rate for those branches of the trade which were hard pressed by competition not under the control of the union. The decrease in the cost of living by this time was approximately twenty per cent. As for changes in working conditions, no more concessions were made by the union than had been forced even during the prosperous months by the introduction of machinery.

The predominant argument of the manufacturers in those branches of the industry which were not completely under the control of the Flint Glass Workers was the underselling competition from non-union, machine and foreign products. Altho the reduced cost of living was urged as a basis for a reduction of wages, the elastic nature in the demand for the products of the industry gave equal emphasis to the need for a low selling price to stimulate demand. This was especially true in those departments well unionized, where the manufacturers declared themselves unable to find buyers at any price without incurring substantial losses at the wage rate prevailing at that time.

The Operative Pot-
ters;

General Ware.

The manufacturers in the general ware branch of the pottery industry "thru a combination of favorable circumstances" had not pressed the Operative Potters for changes in the agreement until May, 1921. Upon the failure to secure concessions from the union at that time, all proposals were carried over to the regular conferences the first part of August. The cumulative effect of the long postponement of changes was expressed in propositions similar to those of the flint glass industry just discussed, namely, demands for wage reductions and changes in working conditions adverse to the union. The Operative Potters accepted a reduction in the General Ware agreement of ten to fifteen per cent, and granted the list of propositions which, while involving no marked loss to the union, insured more care in production.

The idleness of the industry had made apparent to the union the need for a decrease in labor costs. Furthermore, even after the reduction in wages the pottery workers were still in a favorable position with the trend of living costs, and had a higher wage average than was paid in most of the other trades. Similar to the flint glass industry the demand for the products of the general ware trade was elastic. As a result the employers laid their greatest stress on a reduction in wages which would lower production costs, selling prices, and thereby attract buyers again.

The Iron Molders.

There is little need to do more than mention the results of the second conference of the International Molders' Union during the depression which was held in December, 1921. On the question of the union's reassumption of the responsibility for sand cutting, et cetera, the conference for one of the few times in the history of the joint sessions threatened to break up without an agreement. The employers felt that they had given the change in system a fair trial, and they had found that even with a smooth functioning of the laborers the expense had proved too great for the depression. Only by accepting another

severe wage reduction was the union able to retain the advantage in working conditions. This additional reduction brought the total received from January, 1921, to a range of twenty-five to thirty per cent for the piece workers- the heaviest decrease received by any of the unions considered in this study, and not exceeded by any other union of equal strength.

An agreement rather than a disruption was brought about by two factors, namely, the strategic value to the union of a general agreement, and the well formed custom of settling disputes without a resort to force. The continued decline in the cost of living and the hope of stimulating demand thru lower selling prices were again influencing principles; altho as has been mentioned the semi-elastic demand for the products made the latter argument less applicable than in many other trades. The continuation of the employers' responsibility for the sand cutting and shaking out of castings was the predominant influence in the union's acceptance of the large additional wage reduction.

The tendency in the readjustment of the agreements thus far studied has been for those demands of the employers which involved heavy wage reductions and changes in working conditions to come late in the depression. For this reason the exceptional case of the New York and Boston clothing markets has been reserved for the present part of the discussion which also considers the demands of the large unit manufacturers in Chicago, Rochester and Baltimore in 1922.

The clothing markets composed of small manufacturing units such as New York, Boston and a part of Baltimore, presented demands to the Clothing Workers in October, 1920, for radical changes in working conditions in addition to wage reductions. The union was asked to return to the fourty-eight hour working week, to give up production standards, to allow the employers an option on week or piece work, and to withdraw their restraint over the employers' right of

The Amalgamated
Clothing
Workers.

discharge. The lack of unity among the employers and the apparent intention of some of them to smash the union lead to the lockout which was successfully terminated by the union in May, 1921, after five months resistance and an expenditure of over one million dollars. The success of the union was similar in the three markets of New York, Boston and Baltimore.

The demands of the markets composed of large manufacturing concerns, such as Chicago, Rochester and the other part of Baltimore, were in January, 1922, as drastic as those of the New York market in October, 1920. The proposed changes in working conditions were more startling because of the usual conservative nature of the well established firms, and because of the contrast with the demands of the same markets in 1921 which dealt alone with wage reductions. Mutual respect for the strength of the organizations, the custom of using arbitration and the business like policy of both sides assured the reference of the disputed issues in these markets to an impartial chairman. In the awards, the Chicago market received a decrease in wages of ten per cent, Baltimore also ten per cent and Rochester, which had had no wage decrease during the depression up to that time, fifteen per cent; in each market the terms of the old agreements in regard to working conditions were continued unchanged.

In both groups of negotiations, as typified by New York and Chicago, the union took a unvarying stand on changes in working conditions; on the question of wage changes the Clothing Workers submitted to reductions when necessary, but gains in working and living standards were considered vital to the organization and were defended by the full resources of the membership.

The United Mine Workers. Altho the United Mine Workers had agreements in the organized coal fields which were in effect for two years from April, 1920, in a few districts the operators in 1921 broke their agreements and introduced changes; the new terms were, however, confined to wage reductions. By the end of the year and during

the first quarter of 1922 there was a marked change in the nature of the proposals of the operators in the organized coal fields. It was a change from a request for wage reductions alone to the abolition of the check-off system, the adoption of district settlements and the submission of disputed points in the new agreements to an arbitrator. In addition the proposed wage reduction brought the scale back to a pre-war level. It was generally agreed that such demands would be rejected by the International Union. The refusal of several groups of operators of the Central Competitive Field to meet in a joint conference before April first, constituted, in the opinion of the union, a violation of the agreement and justified the strike of April 1.

There were several reasons for the strike of the Mine Workers. First, technically the provisions of the 1920-22 agreement in the Central Field had been rejected by many of the operators. Second, the stability of living costs since August, 1921, gave little hope of a further decline, and the idleness during the depression had reduced the total earnings of the miners to a meager subsistence amount. Furthermore, the scale of mining wages even in the most prosperous years had made it difficult for the union to hold its members from more remunerative work in manufacturing plants. A strike would, thus, not only prevent the application of a wage decrease the first of April, 1922, but would carry the settlement further into the summer, during which time it was probable that the market would experience an improvement. Third, a successful strike would do much to knit together the factions which had all but split the organization. But probably the greatest influence upon the Mine Workers was the threatened destruction of the union. This was the conclusion the miners drew from the proposals of the operators which aimed at those advantages gained by the union thru a period of many years and considered essential to the living standards of the workers. The situation was similar to that of the Trainmen.

While the strike of the miners was nominally a protest against the violation of the agreement by the operators in refusing to meet in joint conference, it in reality expressed the determined resistance of the union to the radical proposals of the operators.

For the operators the decrease in the cost of living and the absence of relief during the depression constituted just grounds for wide reaching readjustments. There was, however, another cause, namely, non-union competition. The inelastic nature of the demand for coal altho affected by the depression had left a considerable tonnage to be supplied. This tonnage the non-union operators were capturing with increasing success by mining at low production costs with non-union labor at full time work. The operators of union mines, thus regarded a wage reduction and a return to non-union conditions essential if they were to regain and retain their markets. In addition there was the irritation of the check-off, the necessity of the outlying districts waiting on the Central Field for the formation of the new agreements and the refusal of the Mine Workers to arbitrate disputed issues.

Summary.

A review of these six trade unions has brought out the nature of the proposals submitted by the employers in the early part of the depression as contrasted with those urged upon the unions when the depression had become more severe. As the proposals of the first period had confined themselves to nominal wage reductions approximating the reductions in living costs, the second period brought attacks upon the advantages secured by the union in its standards of working and living conditions. The wage decreases demanded in this second period would have brought the wage scales to a pre-war level, thus denying to the workers the gain due to social progress during the preceding three year period. The resistance of the union increased in proportion to the inroads of the employers upon the fundamental gains as contrasted with those regarded

as supplementary to the standards of the union. In spite of the concessions of the unions there was no subsequent marked improvement in the condition of the trades which could be directly attributed to the relief granted to the employers.

Section 4.

The period of the recovery. As the employers had been the first to stress the depression, the unions first used the general business improvement as an argument in their joint conferences in the second quarter of 1922 and on to the end of the year. In so much as the following material has been considered at length in Part II, a brief review will be sufficient to bring out the influence of the industrial recovery upon the trade unions' policies.

At the annual joint conferences of the Flint Glass Workers during July, 1922, the employers proposed wage decreases, but were met with demands by the union for general advances of the wage scales for all the departments. Altho all except one of the departmental conferences adjourned without coming to an agreement the union workers were given to understand that all the terms of the previous agreements were to be continued until further notice.

The United Mine Workers in August, 1922, after a strike of four and one-half months settled with the operators in most of the union fields upon a basis of the continuation of all the terms of the 1920-22 agreement until April 1, 1923. In the meantime both parties awaited the report of the Coal Commission and the results of the joint conferences as scheduled in the Cleveland Agreement.

The Brotherhood of Railroad Trainmen in September, 1922, renewed the terms of the existing schedules on the various railroads, and by mutual consent the union and the carriers withdrew all petitions then on file with the United States Labor Board.

In the fall of 1921 the General Ware workers of the Operative Potters accepted rather severe wage reductions together with thirty-eight provisions

for improving the quality of the output. They, therefore, not only refused to consider a further wage reduction at the August joint conference in 1922, but went out on a strike when the employers failed to grant a wage increase of seven per cent. By December an agreement was made with a compromise increase in wages and concessions to the union in working conditions. The Sanitary Potters' Association in spite of many requests during 1921 had received no relief from the depression thru changes in the agreement made with the Sanitary workers, nor did the union permit any modifications up to the termination of the agreement in September, 1922. It was thus natural that the demands of the manufacturers should have accumulated, and should consist of large wage reductions as well as drastic changes in the working conditions. The union, on the other hand, felt sure of the improvement in business, and held out for a continuation of the terms of the agreement. No settlement being reached the union struck to support its demands, and at the time of this writing the employers had announced their intention of reopening their factories upon an open shop or non-union basis without a reestablishment of the agreement with the Operative Potters.

The Molders experienced little trouble in securing a substantial wage increase at the December, 1922, conference with the National Defense Association, and as might have been expected there was no mention of a return of the responsibility for sand cutting and the trimming of castings back to the union.

Prevented by the terms of the agreements in the clothing industry from reopening the agreements until the middle of February, 1923, the Amalgamated Clothing Workers presented at that time in the important markets requests for considerable wage increases and the establishment of a unemployment insurance. No settlements had been made in these markets at the time of this writing, but from the agreements in some of the smaller markets it seemed probable that the

manufacturers would make concessions to the union on at least the matter of a wage increase.

Summary.

There were two characteristics of the joint conferences during 1922. First, altho the unions spoke of the industrial recovery as a definite influence from the spring of the year on, there was great reluctance on the part of the employers to admit that the revival in business had been sufficient to allow concessions to the unions; not until late fall were most of the employers willing to even continue the terms of the previous year. As a second characteristic, in those trades in which the unions had made concessions during the depression, the demands of the employers in 1922 were confined more to wage reductions; if changes in working conditions were mentioned such arguments were used more as bargaining devices. On the other hand where the employers had received slight or no relief their demands for reductions in wages and changes in working conditions adverse to the union were pressed with equal vigor. With the unions every move was, naturally, expressive of their confidence in the business recovery. If losses had been accepted during the depression, now was the time to regain them; if the union had escaped reverses, that was to their advantage; the depression for the unions was a thing of the past.

Section 5. Conclu- sions.

Altho all of the influences upon the demands of both parties to the joint conferences cannot be defined, the prominent considerations which induced the unions to accept adverse changes in their agreements included the following: 1, a recognition of the decreased cost of living; 2, the adoption of a cooperative policy in sharing the depression with the employers, so that benefit would also accrue to the union when business improved; 3, the strategic value of having an agreement for the trade; 4, a compensatory concession for a more basic gain;

5, competition from sources not under union control; 6, the policies of the unions in industry in general, and more particularly in similar trades; 7, the possibility of stimulating the industry thru lowered labor costs; 8, the influence of public opinion, especially in the essential industries.

The considerations just mentioned which induced the unions to accept changes in their agreements were also used by the employers to press such changes. The principle occasionally mentioned that with a decline in production wages must decrease because of the curtailment in the means for paying wages, or the workers must take the alternative of unemployment- this principle, as such, was not stressed. The nearest approach was the feeling expressed by some of the employers that the workers ought to take their share of the depression; especially was this the case with those employers who had not been able to secure concessions from the unions until late in the depression. The emphasis by the employers lay rather in the assumed effect which a reduction in prices thru lowered labor costs would have in stimulating sales. This argument, of course, varied with the elasticity in the demand for the product: there was practically no reference to it in the mining and railroad conferences; it was an argument of moderate importance in the clothing trade and molding industry; it was used constantly in the flint glass and pottery negotiations.

V I T A.

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